

The Honorable Judge Robert S. Lasnik

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

JAMES MCDONALD,

**Plaintiff,**

V.

ONEWEST BANK, FSB, NORTHWEST  
TRUSTEE SERVICES, INC., MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS,  
INC., INDYMAC BANK FSB, DOES 1-50,

## Defendants.

No. C10-1952 RSL

**DECLARATION OF HEIDI E. BUCK  
IN SUPPORT OF DEFENDANTS  
ONEWEST, MERS, AND NWTS'  
OPPOSITION TO PLAINTIFF'S  
SECOND MOTION TO COMPEL  
DISCOVERY**

**NOTE ON MOTION CALENDAR:  
February 24, 2012**

**HEIDI E. BUCK** declares as follows:

1. I am the attorney for Defendants OneWest Bank, FSB (“OneWest”), Mortgage Electronic Registration Systems Inc. (“MERS”), and Northwest Trustee Services, Inc. (“NWTS”) (collectively “Defendants”) and am competent to testify in the above-entitled action, and have personal knowledge of the matters referred to herein.

2. On or about June 27, 2011, Defendants produced the documents in response to Plaintiff's First Set of Requests for Production. To that end, Defendants provided an explanation for those documents not produced advising that Defendants had no knowledge of the listed document or that Defendants were continuing their investigation and if responsive documents were later located, they would be forthcoming. *See* Email transmission dated June 27, 2011, and attachments attached hereto attached as **Exhibit 1**.

DECLARATION OF HEIDI E. BUCK IN  
SUPPORT OF DEFENDANTS'  
OPPOSITION TO PLAINTIFF'S SECOND  
MOTION TO COMPEL - 1 of 3  
CASE NO. C10 - 1952 RSL

**ROUTH  
CRABTREE  
OLSEN, P.S.**

13555 SE 36th St., Ste 300  
Bellevue, WA 98006  
Telephone: 425.458.2121  
Facsimile: 425.458.2131

1           3. On or about June 28, 2011, Defendants produced additional documents in  
 2 response to Plaintiff's Requests for Production. *See* Email transmission dated June 28, 2011, and  
 3 attachments attached hereto attached as **Exhibit 2**.

4           4. Between June 30, 2011 and July 11, 2011, Plaintiff and Defendants' counsel  
 5 communicated to clarify and discuss documents that Plaintiff believed were still outstanding.

6           5. On or about July 1, 2011, Plaintiff propounded the Second Set of Requests for  
 7 Production on Defendants.

8           6. On or about July 1, 2011, Defendants expressed willingness to stipulate to an  
 9 extended discovery period.

10          7. On or about August 1, 2011, Defendants served Plaintiff with their Response to  
 11 Plaintiff's Second Set of Requests for Production. *See* Defendants' Response to Plaintiff's  
 12 Second Set of Requests for Production attached as **Exhibit 3**.

13          8. On or about December 15, 2011, Plaintiff contacted Defendants' counsel in  
 14 regard to responsive documents he believed were outstanding to his First and Second Set of  
 15 Requests for Production.

16          9. On or about December 21, 2011, Defendants' counsel responded advising she had  
 17 been out of the office and hoped to have something to Plaintiff by December 22, 2011.  
 18 Defendants' counsel also advised that she would be out of the office December 23, 2011 through  
 19 January 3, 2012.

20          10. On or about December 22, 2011, Plaintiff responded advising that he believed any  
 21 further delay was unacceptable.

22          11. Between December 15, 2011 and February 17, 2012, Defendants worked  
 23 diligently to locate all additional documents responsive to Plaintiff's First and Second Set of  
 24 Requests for Production.

25          12. On or about February 17, 2012, Defendants served on Plaintiff their Supplemental  
 26 Responses to Plaintiff's First and Second Set of Requests for Production and requested the

DECLARATION OF HEIDI E. BUCK IN  
 SUPPORT OF DEFENDANTS'  
 OPPOSITION TO PLAINTIFF'S SECOND  
 MOTION TO COMPEL - 2 of 3  
 CASE NO. C10 - 1952 RSL

ROUTH  
 CRABTREE  
 OLSEN, P.S. | 13555 SE 36th St., Ste 300  
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1 Plaintiff withdraw his Second Motion to Compel. See Defendants' Supplemental Responses to  
2 Plaintiff's First and Second Set of Requests for Production attached as **Exhibits 4 and 5**,  
3 respectively.

4 I declare under penalty of perjury under the laws of the State of Washington that the  
5 foregoing is true and correct.

6 DATED this 20<sup>th</sup> day of February 2012.  
7

8 **ROUTH CRABTREE OLSEN, P.S.**  
9

10 By: /s/ Heidi E. Buck

11 Heidi E. Buck, WSBA No. 41769  
12 Attorneys for Defendants OneWest, MERS,  
13 and Northwest Trustee Services, Inc.  
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DECLARATION OF HEIDI E. BUCK IN  
SUPPORT OF DEFENDANTS'  
OPPOSITION TO PLAINTIFF'S SECOND  
MOTION TO COMPEL - 3 of 3  
CASE NO. C10 - 1952 RSL

ROUTH  
CRABTREE  
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| Bellevue, WA 98006  
| Telephone: 425.458.2121  
| Facsimile: 425.458.2131

# Exhibit 1

## Tommy Kwong

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**From:** Heidi Buck  
**Sent:** Monday, June 27, 2011 4:18 PM  
**To:** 'james@jamesmcdonald.net'  
**Subject:** McDonald v. OneWest Bank, et al.  
**Attachments:** Account\_History.pdf; History.pdf; MERS\_Account.pdf; MERS\_Authorized\_Signors\_of\_OWB\_as\_of\_06-11-09.pdf

Mr. McDonald,

Please see the attached documents in response to your requests for production. As we discussed earlier today, I am still waiting on some of the documents you requested from my clients. However, I will forward those to you as soon as I receive them.

Additionally, some of the documents you have requested either do not exist or are not in the possession of my clients as outlined below:

- Original purchase agreement between Indymac and initial purchaser of the note. – OneWest has no knowledge that any such document exists. If one does exist, OneWest does not have such a document.
- Any subsequent purchase agreement - OneWest has no knowledge that any such document exists. If one does exist, OneWest does not have such a document.
- Servicing agreement between Indymac and any purchaser of note. OneWest has no knowledge that any such document exists. If one does exist, OneWest does not have such a document.
- copy of insurance policy relating to the note or pool note placed into. OneWest has no knowledge that any such document exists. If one does exist, OneWest does not have such a document.
- Forms 1034 relating to the custodial agreement Number 000015, Seller/servicer Number(s) 153845 and 153984 between Freddie Mac, Deutsche bank and OneWest. My contact at OneWest does not have any familiarity with this document. Has contacted someone internally at OneWest and is still waiting to hear. However, as we discussed earlier today, I intend to go back to my contact with the information you provided today as to what Form 1034 may pertain to.
- Forms 1036 relating to the custodial agreement Number 000015, Seller/servicer Number(s) 153845 and 153984 between Freddie Mac, Deutsche bank and OneWest. My contact at OneWest does not have any familiarity with this document. Has contacted someone internally at OneWest and is still waiting to hear. However, as we discussed earlier today, I intend to go back to my contact with the information you provided today as to what Form 1036 may pertain to.
- Records associated with the MIDANET or Freddie Mac Selling platform. My contact at OneWest does not have any familiarity with this document. Has contacted someone internally at OneWest and is still waiting to hear.

For your convenience, I will forward hard copies of all documents to you via mail to your home address.

Please let me know if you have any questions.

Thanks, Heidi

**Heidi E. Buck**  
 Attorney  
 Licensed to Practice Law in Washington

Direct: 425.213.5534  
 Fax: 425.283.5968  
 hbuck@rclegal.com



## 3270 Explorer: Delinquency 1 (DLQ1/INVE)

ONE WEST BANK - 668

Loan Number: 1244

Borrower Name: MCDONALD,JAMES B

DLQ1 1009111244 QX DELINQUENCY OWNR n/a 06/24/11 14:49:54  
 13-A CONV. RES. ARM PER/CLS/OFF F/AA/SP AGE: 4Y 5M IR: 5.87500 INV: 506  
 DUE( 21) 50,271.06 DUE 10/01/09( 15) (09/01) ASSUM: ACQ:  
 LATE CHRG 2,002.14 PAYMT 2,393.86 P: 14840 119TH PLACE NE  
 BAD CK FEES .00 L/C AMT 95.34 KIRKLAND WA 98034  
 OTHER FEES .00 PAYMT + LC 2,489.20 M:  
 TOT DUE 52,273.20\* PRIN BAL 389,481.60  
 SUSPENSE .00 P&I 1,906.84 14840 119th Pl NE  
 NET DUE 52,273.20 DLQ 12 TIME,PAY 0 DAY KIRKLAND WA 98034  
 C/S 142 JAMES B MCDONALD 555-555-5555  
 C/D 01/10 X DO NOT CALL 555-555-5555  
 \*PHONE NO\* \*MULTI LN\* \*3RD PRTY\*  
 -IMD:N----- \* ADDITIONAL MESSAGES \* -----WU: P -----  
 PRESS PF14 FOR MEMOS DIST-TYPE = 1 INTEREST-ONLY LOAN  
 ACTIVE FORECLOSURE CASHIER STOP 5  
 -----INVE----- \* INVESTOR HEADER INFO \*-----  
 INV/CAT: 506 265 FEDERAL HOME LOAN MTG CO INV TEL#:  
 SALE DATE: 02/07 PRIN BAL: 389,481.60 INV LOAN#: 332479455  
 LOAN DATE: 01/10/07 INT RATE: 5.87500 POOL#:  
 MATUR DATE: 02/37 P&I: 1,906.84 CONTRACT#:  
 ASSUMP DATE: PEND IR: .00000 PMI CO/CERT#:  
 ACQUIS DATE: PEND P&I: .00 POOL CO/CERT:



LN#	JAMES B MCDONALD											EMP O	POFO	
DUE DATE	PROC DATE	TP TR NO	SQ	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER CFD AMOUNTS DCT
08-07	07-13	1	73	2	.00	389481.60	.00	.00	1871.55	.00	BATCH 850 EDIT-SEQ 088344	.00	.00	5.00 01
08-07	08-01	1	71	1	2292.12	.00	389481.60	1906.84	385.28	2256.83	BATCH 856 EDIT-SEQ 090069	.00	.00	08-01-07 L 81.14 AA 1
09-07	09-04	1	71	1	2292.12	.00	389481.60	1906.84	385.28	2642.11	BATCH 901 EDIT-SEQ 999999	.00	.00	09-04-07 L 81.14 AA 1
10-07	09-28	3	12	1	CHECK #WIRE				2139.53-	502.58	BATCH 901 EDIT-SEQ 999999	PAYEE CD 46033		
10-07	10-01	1	71	1	2292.12	.00	389481.60	1906.84	385.28	887.86	.00	.00	.00	10-01-07 L 81.14 AA 1
11-07	11-01	1	71	1	2292.12	.00	389481.60	1906.84	385.28	1273.14	BATCH 901 EDIT-SEQ 999999	.00	.00	11-01-07 L 81.14 AA 1
12-07	12-03	1	71	1	2292.12	.00	389481.60	1906.84	385.28	1658.42	BATCH 901 EDIT-SEQ 999999	.00	.00	12-03-07 L 81.14 AA 1
01-08	12-18	3	51	1	CHECK #WIRE			407.00-	1251.42	BATCH 901 EDIT-SEQ 999999	PAYEE CD 71041			
REQ-BY TOTALS Y/E				26,414.23	.00	20,466.75	5,937.48			.00				821.40

## OTHER AMOUNT CODES:

A=FHA-PENALTY	G=SER=INTEREST-PAID TO POOL	K=INT-DUE-PD	P=ACCRUED-IOE/IORE	U=REAPPLICATION-FEE	Y=HUD-FUND
B=BSC	H=FEE-AMT	L=PD-THRU-DT	R=UE-INT-AMT	V=ESCROW-ADVANCE	Z=RESTRICTED-ESCROW
C=235-FEE	I=A-H-PD	M=ADVANCE-EFF-DATE	S=CR-LIFE-AMT	W=SUSPENSE	DI=DEFERRED-INT-BAL
F=MISC	J=LIFE-PD	N=ADVANCE-MEMO-AMT	T=ORIG-FEE-AMT	X=REPLACEMENT-RESERVE	
AA=SER-FEE-PD	AB=DEFERRED-INT-PD	AC=LIFE-DEF-INT-PD	AD=CHECK-NO	AE=DEFERRED-INT-LTD-PD	AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE	AJ=DEF-INT-ADJ-FLAG	AK=ADV-AMT-RECD	AL=TRAN-SOURCE	AM=IOC-SPEC-INT-PD	AN=NON-REC-CORP-ADV
STAMP	AR=MTGR-REC-CORP-ADV	AS=PREV-POSTED	AT=3RD-REC-CORP-ADV	AY=ADJ YE 1098 IND	AP=DATE-STAMP
FEE CODES:	1=LATE-CHARGE	2=BAD-CK-FEE	3=CHG-OWNER	4=ELOC-FEEY=ADJ YE 1098 IND	5=CHOICES-PD

LN# 1244 JAMES B MCDONALD 14840 119th Pl NE KIRKLAND WA 98034  
 1ST MTGE PRIN 2ND MTGE PRIN ESC BAL REST ESC SUSPENSE ADV BAL REPL RES HUD BAL LC BAL INT DUE DUE DATE HUD PRT OF M  
 389,481.60 .00 1138.10 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 01-01-09 .00 SP 0  
 P & I 1ST P&I 2ND CO TAX CITY TAX HAZ INS M I P LIEN BSC A & R LIFE MIS C REP RES TOT PAYMT INT RATE DT BM  
 1906.84 .00 396.87 .00 33.92 .00 .00 .00 0 .00 0 .00 0 .00 2377.73 .0587500 1 6  
 OVER/SHORT AMT 40.10  
 1ST ORIG MTG 2ND ORIG MTG PRIN BAL BEG INT IND CAP FLAG MTGR SSN DEF INT BAL PRIOR YR PPD INT PPD INT IND GPM ORG  
 389,482 0 389,481.60 494 94 4760 0.00 0.00 0 0  
 ASSUM-DT XFER-DEED FHA-SEC/NUM LIP PAYOFF FC-TRK-SW YE-ACQ-RPT/DATE SALE-ID EXEMPT PLGD-LN PMT-OPT CALC-METH ELOC BNKRCPY CH/DT  
 PMT PERIOD 1098-DET-HIST POINTS-PAID/RPTG YR SUPPR-MICR-STMT DI-NOT-RPT-YR REAS CAUS RI-HDR-SW 1ST-DUE-DT REO STAT/COMPL DT  
 12 .00 03-07  
 IOE CREDIT YTD/W-H SW/W-H BALANCE IOE CREDIT YTD/W-H SW/W-H BALANCE CONSTR CD NO PURGE FLAG/YR BNKRPT STAT LAST DEF DUE  
 .00 .00 .00 .00 02-37  
 REC CORP ADV BAL 3RD REC CORP ADV BAL FORECL WKST CODE/REINSTATE DATE INIT ESC STMT CODE / DATE LOSS MIT STATUS/COMPL DATE  
 .00 .00 9 02-21-07  

DUE DATE	PROC TP	SQ	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
BAL-FWD 01-08	01-02	1 71 1	2292.12	.00	389481.60	1906.84	385.28	1251.42	.00	.00	.00	.00	01-02-08 L 81.14 AA	1
02-08	02-01	1 71 1	2292.12	.00	389481.60	1906.84	385.28	2021.98	.00	.00	.00	.00	02-01-08 L 81.14 AA	1
03-08	03-03	1 71 1	2307.15	.00	389481.60	1906.84	400.31	2422.29	.00	.00	.00	.00	03-03-08 L 81.14 AA	1
04-08	03-31	3 12 1	CHECK #WIRE 2307.15	.00	389481.60	1906.84	2381.23- 400.31	41.06 441.37	.00	.00	.00	.00	BATCH 901 EDIT-SEQ 999999 PAYEE CD 46033 04-01-08 L 81.14 AA	1
05-08	05-01	1 71 1	2307.15	.00	389481.60	1906.84	400.31	841.68	.00	.00	.00	.00	BATCH 901 EDIT-SEQ 999999 05-01-08 L 81.14 AA	1
06-08	06-02	1 71 1	2307.15	.00	389481.60	1906.84	400.31	1241.99	.00	.00	.00	.00	BATCH 901 EDIT-SEQ 999999 06-02-08 L 81.14 AA	1
07-08	07-01	1 71 1	2377.73	.00	389481.60	1906.84	470.89	1712.88	.00	.00	.00	.00	BATCH 901 EDIT-SEQ 999999 07-01-08 L 81.14 AA	1

LN#	JAMES B MCDONALD											EMP 0	POFO		
DUE DATE	PROC DATE	TP TR NO	SQ	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER CFD AMOUNTS	DCT
08-08	08-01	1	71	1	2377.73	.00	389481.60	1906.84	470.89	2183.77	.00	.00	.00	.00	1
														08-01-08 L 81.14 AA	
09-08	09-02	1	71	1	2377.73	.00	389481.60	1906.84	470.89	2654.66	.00	.00	.00	.00	1
														09-02-08 L 81.14 AA	
10-08	09-29	3	12	1	CHECK #WIRE				2381.23-	273.43				BATCH 901 EDIT-SEQ 999999 PAYEE CD 46033	
10-08	10-01	1	71	1	2377.73	.00	389481.60	1906.84	470.89	744.32	.00	.00	.00	.00	1
														10-01-08 L 81.14 AA	
11-08	11-03	1	71	1	2377.73	.00	389481.60	1906.84	470.89	1215.21	.00	.00	.00	.00	1
														11-03-08 L 81.14 AA	
12-08	12-01	1	71	1	2377.73	.00	389481.60	1906.84	470.89	1686.10	.00	.00	.00	.00	1
														12-01-08 L 81.14 AA	
01-09	12-16	3	51	1	CHECK #WIRE				548.00-	1138.10				BATCH 901 EDIT-SEQ 999999 PAYEE CD 71041	
REQ-BY Y/E	TOTALS				28,079.22		22,882.08					.00			973.68
						.00			5,197.14						

OTHER AMOUNT CODES:

A=FHA-PENALTY G=SER=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND  
 B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW  
 C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL  
 F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE  
 AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD  
 AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-  
 STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC=CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD  
 FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER \$=ELOC-FEEY=ADJ YE 1098 IND AZ=CHOICES-PD

INVESTMENT SVCS, A DIV OF ONEWEST BANK LOAN HISTORY 02-20-2006 INV# 389481.60 T13 12/31/09  
PAGE 34879  
ARM PLAN U4FT  
EMP 0 POP1  
LN# 1244 JAMES B MCDONALD  
14840 119th Pl NE KIRKLAND WA 98034  
1ST MTGE PRIN 2ND MTGE PRIN ESC BAL REST ESC SUSPENSE ADV BAL REPL RES HUD BAL LC BAL INT DUE DUE DATE HUD PRT OF M  
389,481.60 .00 .00 .00 .00 100.62 .00 .00 .00 286.02 .00 10-01-09 .00 SP F  
P & I 1ST P&I 2ND CO TAX CITY TAX HAZ INS M I P LIEN BSC A & H LIFE MISC REP RES TOT PAYMT INT RATE DT BM  
1906.84 .00 412.59 .00 45.67 .00 .00 .00 .00 0 .00 0 .00 2393.86 .0587500 1 9  
OVER/SHORT AMT 28.76  
1ST ORIG MTG 2ND ORIG MTG PRIN BAL BEG INT IND CAP FLAG MTGR SSN DEF INT BAL PRIOR YR PPD INT PPD INT IND GPM ORG  
389,482 0 389,481.60 494 94 4760 0.00 0.00 0 0  
ASSUM-DT XFER-DEED FHA-SEC/NUM LIP PAYOFF FC-TRK-SW YE-ACQ-RPT/DATE SALE-ID EXEMPT PLGD-LN PMT-OPT CALC-METH ELOC BNKRCPY CH/DT  
PMT PERIOD 1098-DET-HIST POINTS-PAID/RPTG YR SUPPR-MICR-STMT DI-NOT-RPT-YR REAS CAUS RI-HDR-SW 1ST-DUE-DT REO STAT/COMPL DT  
12 .00 03-07  
IOE CREDIT YTD/W-H SW/W-H BALANCE IORE CREDIT YTD/W-H SW/W-H BALANCE CONSTR CD NO PURGE FLAG/YR BNKRPT STAT LAST DEF DUE  
.00 .00 .00 .00  
REC CORP ADV BAL 3RD REC CORP ADV BAL FORECL WKST CODE/REINSTATE DATE INIT ESC STMT CODE / DATE LOSS MIT STATUS/COMPL DATE  
22.00 .00 A 9 02-21-07  
DUE PROC TP SQ AMOUNT PRINCIPAL PRINCIPAL INTEREST ESCROW ESCROW ADVANCE STATUS STATUS UNEARNED OTHER CFD  
DATE DATE TR NO RECEIVED PAID BALANCE PAID PAID BALANCE BALANCE AMOUNT BALANCE INT-BAL. AMOUNTS DCT  
BAL-FWD  
01-09 01-02 1 71 1 2377.73 .00 389481.60 1906.84 470.89 1138.10 .00 .00 .00 .00 .00 01-02-09 L 81.14 AA  
02-09 02-02 1 71 1 2377.73 .00 389481.60 1906.84 470.89 2079.88 .00 .00 .00 .00 .00 02-02-09 L 81.14 AA  
03-09 03-02 1 71 1 2377.73 .00 389481.60 1906.84 470.89 2550.77 .00 .00 .00 .00 .00 03-02-09 L 81.14 AA  
04-09 04-01 1 71 1 2377.73 .00 389481.60 1906.84 470.89 3021.66 .00 .00 .00 .00 .00 04-01-09 L 81.14 AA  
04-09 04-06 3 12 1 CHECK #WIRE .00 389481.60 1906.84 2475.56- 546.10 PAYEE CD 46033 .00 .00 .00 .00 .00 05-01-09 L 81.14 AA  
05-09 05-01 1 71 1 2377.73 .00 389481.60 1906.84 470.89 1016.99 .00 .00 .00 .00 .00 06-01-09 L 81.14 AA  
06-09 06-01 1 71 1 2377.73 .00 389481.60 1906.84 470.89 1487.88 .00 .00 .00 .00 .00 07-01-09 L 81.14 AA  
07-09 07-01 1 71 1 2393.86 .00 389481.60 1906.84 487.02 1974.90 .00 .00 .00 .00 .00 07-01-09 L 81.14 AA

LN#	JAMES B MCDONALD											EMP 0	POF1		
DUE DATE	PROC DATE	TP TR NO	SQ	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER CFD AMOUNTS	DCT
08-09	08-03	1	71	1	2393.86	.00	389481.60	1906.84	487.02	2461.92	.00	.00	.00	.00	1
09-09	09-01	1	71	1	2393.86	.00	389481.60	1906.84	487.02	2948.94	.00	.00	.00	.00	1
10-09	09-30	3	12	1	CHECK #WIRE			2475.56-	473.38			BATCH 901 EDIT-SEQ 999999	PAYEE CD 46033		
10-09	10-16	1	52	1	.00	.00	389481.60	.00	.00	473.38	.00	.00	.00	.00	95.34- 11
10-09	11-16	1	52	1	.00	.00	389481.60	.00	.00	473.38	.00	.00	.00	.00	95.34- 11
00-00	12-03	6	31	1	.00 PROCES FFS	REASON COIF INSPECTION FEE			CORP:SEQ		PAYEE 50R13	ORIG PAY PI3000		11.00 AR	
01-10	12-16	3	51	1	CHECK #500915			574.00-	100.62-			PAYEE CD 71041			
10-09	12-16	1	61	2	100.62	.00	389481.60	.00	100.62	.00	100.62	.00	.00	.00	1
10-09	12-16	1	52	3	.00	.00	389481.60	.00	.00	100.62	.00	.00	.00	.00	95.34- 11
00-00	12-23	6	31	1	.00 PROCES FFS	REASON COIF INSPECTION FEE			CORP:SEQ		PAYEE 50R13	ORIG PAY PI3000		11.00 AR	
REQ-BY TOTALS Y/E					21,548.58	.00	17,161.56				.00			466.24	
								4,387.02							

## OTHER AMOUNT CODES:

A=FHA-PENALTY G=SER=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND  
 B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW  
 C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL  
 F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE  
 AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD  
 AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-  
 STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC=corp-adv AY=ADJ YE 1098 IND AZ=CHOICES-PD  
 FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER \$=ELOC-FEEY-ADJ YE 1098 IND AZ=CHOICES-PD

LN#	1244 JAMES B MCDONALD			14840 119th Pl NE			KIRKLAND			WA 98034		
1ST MTGE PRIN 2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DU DATE	HUD PRT OF M		
389,481.60	.00	.00	.00	5,389.26	.00	.00	1430.10	.00	10-01-09	.00 SP F		
P & I 1ST P&I 2ND CO TAX CITY TAX	HAZ INS	M I P	LIEN	BSC A & H	LIFE	MISC	REP RES	TOT PAYMT INT RATE DT BM				
1906.84	.00	412.59	.00	45.67	.00	.00 0	.00 0	2393.86	.0587500	1 9		
OVER/SHORT AMT		28.76										
1ST ORIG MTG 2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR PPD INT	PPD INT IND	GPM ORG				
389,482	0	389,481.60		494 94 4760	0.00	0.00	0	0				
ASSUM-DT XFER-DEED FHA-SEC/NUM	LIP PAYOFF FC-TRK-SW YE-ACQ-RPT/DATE	SALE-ID EXEMPT	PLGD-LN PMT-OPT CALC-METH	ELOC BNKRCPY CH/DT								
PMT PERIOD 1098-DET-HIST	POINTS-PAID/RPTG YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REO STAT/COMPL DT					
12						03-07						
IOE CREDIT YTD/W-H SW/W-H BALANCE	IORE CREDIT YTD/W-H SW/W-H BALANCE	CONSTR CD	NO PURGE FLAG/YR	BNKRPT STAT	LAST DEF DUE							
.00	.00	.00			02-37							
REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE								
3,451.82	49.00	A	9 02-21-07	R 04-21-10								
DUE DATE	PROC TP SQ	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER CFD AMOUNTS DCT
BAL-FWD				389481.60			.00	100.62		.00	.00	
10-09 01-19 1 52 1		.00	.00	389481.60	.00	.00	.00	100.62	.00	.00	.00	95.34- 11
00-00 01-22 6 33 1		.00 PROCES NIV	REASON COIF INSPECTION FEE				CORP:SEQ	PAYEE 50R13	ORIG PAY PI3000			11.00 AR
	CHECK #560707											
10-09 02-16 1 52 1		.00	.00	389481.60	.00	.00	.00	100.62	.00	.00	.00	95.34- 11
00-00 02-23 6 33 1		.00 PROCES NIV	REASON COIF INSPECTION FEE				CORP:SEQ	PAYEE 50R13	ORIG PAY PI3000			11.00 AR
	CHECK #586707											
10-09 03-16 1 52 1		.00	.00	389481.60	.00	.00	.00	100.62	.00	.00	.00	95.34- 11
04-10 03-31 3 12 1		CHECK #WIRE			2357.32-		2357.32-			PAYEE CD 46033		
10-09 03-31 1 61 2		2357.32	.00	389481.60	.00	2357.32	.00	2457.94	.00	.00	.00	1
10-09 04-16 1 52 1		.00	.00	389481.60	.00	.00	.00	2457.94	.00	.00	.00	95.34- 11
00-00 04-22 6 33 1		.00 PROCES NIV	REASON COIF INSPECTION FEE				CORP:SEQ	PAYEE 50R13	ORIG PAY PI3000			11.00 AR
	CHECK #636211											
10-09 05-17 1 52 1		.00	.00	389481.60	.00	.00	.00	2457.94	.00	.00	.00	95.34- 11
00-00 05-28 6 33 1		.00 PROCES NIV	REASON COIF INSPECTION FEE				CORP:SEQ	PAYEE 50R13	ORIG PAY PI3000			11.00 AR
	CHECK #678845											
00-00 06-09 6 33 1		.00 PROCES NIV	REASON COIF INSPECTION FEE				CORP:SEQ	PAYEE 50R13	ORIG PAY PI3000			11.00 AR
	CHECK #685498											
10-09 06-16 1 52 1		.00	.00	389481.60	.00	.00	.00	2457.94	.00	.00	.00	95.34- 11
00-00 07-08 6 33 1		.00 PROCES NIV	REASON FCIF F/C INSPECT FEE				CORP:SEQ	PAYEE 50R13	ORIG PAY PI3000			11.00 AR
	CHECK #704393											
10-09 07-16 1 52 1		.00	.00	389481.60	.00	.00	.00	2457.94	.00	.00	.00	95.34- 11
00-00 07-27 6 33 1		.00 PROCES NIV	REASON FCIF F/C INSPECT FEE				CORP:SEQ	PAYEE 50R13	ORIG PAY PI3000			11.00 AR
	CHECK #717222											
10-09 08-16 1 52 1		.00	.00	389481.60	.00	.00	.00	2457.94	.00	.00	.00	95.34- 11
00-00 08-23 6 30 1		.00 PROCES NIV	REASON FBAA ADV ATTORNEY FEE				CORP:SEQ	PAYEE 50T13	ORIG PAY AT0073			35.00 AT
	CHECK #734078											
00-00 08-23 6 30 2		.00 PROCES NIV	REASON FBAA ADV ATTORNEY FEE				CORP:SEQ	PAYEE 50R13	ORIG PAY AT0073			652.50 AR
	CHECK #734078 NIV	REASON FBAA ADV ATTORNEY FEE					CORP:SEQ	PAYEE 50R13	ORIG PAY AT0073			652.50 AR

LN#	1244	JAMES B MCDONALD	EMP 0	POF4								
DUE DATE	PROC TP	SQ	AMOUNT RECEIVED	PRINCIPAL PAID	INTEREST BALANCE	ESCROW PAID	ESCROW CORP:SEQ	ADVANCE PAYEE	STATUS 50R13	STATUS ORIG PAY	UNEARNED INT-BAL.	OTHER AMOUNTS DCT
00-00 08-23	6 32	3	.00 PROCES NIV	REASON FBRC RECORDING COST	CHECK #734170	CORP:SEQ	PAYEE 50R13	ORIG PAY AT0073	79.00 AR			
00-00 08-23	6 32	4	.00 PROCES NIV	REASON FBSC SVC COST-PUB/POS	CHECK #734170	CORP:SEQ	PAYEE 50R13	ORIG PAY AT0073	965.32 AR			
00-00 08-23	6 32	5	.00 PROCES NIV	REASON FBTP TITLE POLICY/TSG	CHECK #734170	CORP:SEQ	PAYEE 50R13	ORIG PAY AT0073	951.00 AR			
00-00 08-23	6 32	6	.00 PROCES NIV	REASON FBRC RECORDING COST	CHECK #734170	CORP:SEQ	PAYEE 50T13	ORIG PAY AT0073	14.00 AT			
00-00 08-31	6 33	1	.00 PROCES NIV	REASON BKIF B/K INSPECT FEE	CHECK #739807	CORP:SEQ	PAYEE 50R13	ORIG PAY PI3000	11.00 AR			
10-09 09-16	1 52	1	.00	389481.60	.00	.00	.00	2457.94	.00	.00	95.34- 11	
00-00 09-30	6 33	1	.00 PROCES NIV	REASON BKIF B/K INSPECT FEE	CHECK #759105	CORP:SEQ	PAYEE 50R13	ORIG PAY PI3000	11.00 AR			
10-10 10-04	3 12	1	CHECK #WIRE		2357.32-	2357.32-		PAYEE CD	46033			
10-09 10-04	1 61	2	2357.32	.00	389481.60	.00	2357.32	.00	4815.26	.00	.00	
10-09 10-18	1 52	1	.00	.00	389481.60	.00	.00	.00	4815.26	.00	.00	
00-00 11-05	6 33	1	.00 PROCES NIV	REASON FCIF F/C INSPECT FEE	CHECK #787980	CORP:SEQ	PAYEE 50R13	ORIG PAY PI3000	11.00 AR			
00-00 11-10	6 30	1	.00 PROCES NIV	REASON BATD BK ATTORNEY FEES	CHECK #791931	CORP:SEQ	PAYEE 50R13	ORIG PAY AT0036	500.00 AR			
00-00 11-10	6 32	2	.00 PROCES NIV	REASON BATC BK ATTORNEY COST	CHECK #791998	CORP:SEQ	PAYEE 50R13	ORIG PAY AT0036	150.00 AR			
10-09 11-16	1 52	1	.00	389481.60	.00	.00	.00	4815.26	.00	.00	95.34- 11	
00-00 11-24	6 33	1	.00 PROCES NIV	REASON FCIF F/C INSPECT FEE	CHECK #804845	CORP:SEQ	PAYEE 50R13	ORIG PAY PI3000	11.00 AR			
10-09 12-16	1 52	1	.00	389481.60	.00	.00	.00	4815.26	.00	.00	95.34- 11	
01-11 12-27	3 51	1	CHECK #840845		574.00-	574.00-		PAYEE CD	71041			
10-09 12-27	1 61	2	574.00	.00	389481.60	.00	574.00	.00	5389.26	.00	.00	
00-00 12-28	6 33	1	.00 PROCES NIV	REASON FCIF F/C INSPECT FEE	CHECK #855842	CORP:SEQ	PAYEE 50R13	ORIG PAY PI3000	11.00 AR			
REQ-BY Y/E	TOTALS	5,288.64	.00	.00	5,288.64			.00			2,334.74	

## OTHER AMOUNT CODES:

A=FHA-PENALTY	G=SER=INTEREST-PAID TO POOL	K=INT-DUE-PD	P=ACCRUED-IOE/IORE	U=REAPPLICATION-FEE	Y=HUD-FUND
B=BSC	H=FEE-AMT	I=PD-THRU-DT	R=UE-INT-AMT	V=ESCROW-ADVANCE	Z=RESTRICTED-ESCROW
C=235-FEE	I=A-H-PD	M=ADVANCE-EFF-DATE	S=CR-LIFE-AMT	W=SUSPENSE	DI=DEFERRED-INT-BAL
F=MISC	J=LIFE-PD	N=ADVANCE-MEMO-AMT	T=ORIG-FEE-AMT	X=REPLACEMENT-RESERVE	
AA=SER-FEE-PD	AB=DEFERRED-INT-PD	AC=LIFE-DEF-INT-PD	AD=CHECK-NO	AE=DEFERRED-INT-LTD-PD	AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE	AJ=DEF-INT-ADJ-FLAG	AK=ADV-AMT-RECD	AL=TRAN-SOURCE	AM=IOC-SPEC-INT-PD	AN=NOM-REC-CORP-ADV
STAMP	AR=MTGR-REC-CORP-ADV	AS=PREV-POSTED	AT=3RD-REC-CORP-ADV	AY=ADJ YE 1098 IND	AP=DATE-STAMP AQ=TIME- \$=ELOC-FEEY=ADJ YE 1098 IND AZ=CHOICES-PD
FEE CODES:	1=LATE-CHARGE	2=BAD-CK-FEE	3=CHG-OWNER		

## 3270 Explorer: Delinquency H (DLQH)

ONE WEST BANK -- 668

Loan Number: 1244

Borrower Name: MCDONALD,JAMES B

DLQH	1244	QX	D E L I N Q U E N C Y	06/24/11 15:41:29
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MTGR: JB MCDONALD 13-A CONV. RES. ARM INV: 506 DUE: 10/01/09  
 CO-MTGR: 14840 119TH PLACE NE TOT DUE: 52,273.20  
 PER/CLS/OFF: F/AA/SP KIRKLAND WA 98034 PAYMT: 2,393.86

-----\* LOAN FINANCIAL HISTORY \*----- (MORE)

APP	DU <sup>E</sup>	TRAN	AMOUNT	P&I	ESCROW	LTE	CHG	NSF	FEE	SUSPENSE
061611	10-09	152					95.34-			
060711	00-00	630	CRP AD R (CD/AMT/DESC): FBAA			210.00	ADV ATTORNEY FEE			
052711	00-00	633	CRP AD R (CD/AMT/DESC): FCIF			11.00	F/C INSPECT FEE			
052611	00-00	630	CRP AD R (CD/AMT/DESC): FBAA			1162.00	ADV ATTORNEY FEE			
051611	10-09	152				95.34-				
050611	00-00	630	CRP AD R (CD/AMT/DESC): FBAA			4129.00	ADV ATTORNEY FEE			
042811	00-00	632	CRP AD R (CD/AMT/DESC): FBRC			65.00	RECORDING COST			
042811	00-00	632	CRP AD R (CD/AMT/DESC): FBSC			773.62	SVC COST/PUB			
042811	00-00	632	CRP AD R (CD/AMT/DESC): FMAL			702.24	MAILING COST			
042811	00-00	630	CRP AD R (CD/AMT/DESC): FBAA			508.00	ADV ATTORNEY FEE			
042711	00-00	633	CRP AD R (CD/AMT/DESC): FCIF			11.00	F/C INSPECT FEE			
041811	10-09	152				95.34-				
040511	10-09	161	2539.29			2539.29				
040511	04-11	312	2539.29-			2539.29-				

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 OLDEST TRAN: 06/09/10 NO. OF TRANS: 49

## 3270 Explorer: Delinquency H (DLQH)

ONE WEST BANK -- 668

Loan Number: 1244

Borrower Name: MCDONALD,JAMES B

DLQH 1244 QX D E L I N Q U E N C Y 06/24/11 15:41:16

MTGR: JB MCDONALD 13-A CONV. RES. ARM INV: 506 DUE: 10/01/09  
 CO-MTGR: 14840 119TH PLACE NE TOT DUE: 52,273.20  
 PER/CLS/OFF: F/AA/SP KIRKLAND WA 98034 PAYMT: 2,393.86

-----\* LOAN FINANCIAL HISTORY \*----- (MORE)

APP	DUE	TRAN	AMOUNT	P&I	ESCROW	LTE	CHG	NSF	FEE	SUSPENSE
033011	00-00	632	CRP AD R (CD/AMT/DESC) :	FBSC		10.46	SVC COST/PUB			
033011	00-00	630	CRP AD R (CD/AMT/DESC) :	FBAA	3085.00		ADV ATTORNEY FEE			
032411	00-00	633	CRP AD R (CD/AMT/DESC) :	FCIF		11.00	F/C INSPECT FEE			
031611	10-09	152				95.34-				
031111	00-00	633	CRP AD R (CD/AMT/DESC) :	COIF		11.00	INSPECTION FEE			
021611	10-09	152				95.34-				
012511	00-00	633	CRP AD R (CD/AMT/DESC) :	COIF		11.00	INSPECTION FEE			
011811	10-09	152				95.34-				
122810	00-00	633	CRP AD R (CD/AMT/DESC) :	FCIF		11.00	F/C INSPECT FEE			
122710	10-09	161	574.00		574.00					
122710	01-11	351	574.00-		574.00-					
121610	10-09	152				95.34-				
112410	00-00	633	CRP AD R (CD/AMT/DESC) :	FCIF		11.00	F/C INSPECT FEE			
111610	10-09	152				95.34-				

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OLDEST TRAN: 06/09/10 NO. OF TRANS: 49

**MIN SUMMARY****Summary**

1000554-0125049243-8 Active (Registered)  
 14840 119TH PLACE NE Foreclosure pending (Option 1), assigned to servicer  
 KIRKLAND, WA 98034 MOM  
 First Lien

Reg Date	01/10/2007		
County	King	QR	N
Primary Borrower	MCDONALD, JAMES	SSN	
Pool Number	N/A	Investor Loan Number	9455
Note Amount	\$389,481.60	Note Date	01/08/2007
Servicer	1008171 - OneWest Bank, FSB		
Custodian	1000648 - Deutsche Bank National Trust Company		
Investor	1000106 - Federal Home Loan Mortgage Corporation		
Subservicer	N/A		
Interim Funder	N/A		
Originating Organization	N/A		
Property Preservation Co.	N/A		

**Pending Batches**

Batch Number	Transfer Type	Status	Transfer Date	Sale Date
No Pending Batches!				

**MILESTONES for 1000554-0125049243-8**

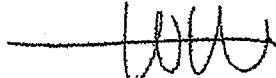
Description	Date	Initiating Organization / User	Milestone Information
Foreclosure Status Update	04/20/2011	<u>1008171</u> OneWest Bank, FSB Batch	MIN Status: Active (Registered) Foreclosure Status: Foreclosure Pending (option 1), assigned to servicer Quality Review: N
Foreclosure Status Update	04/19/2011	<u>1008171</u> OneWest Bank, FSB Batch	MIN Status: Active (Registered) Foreclosure Status: None Quality Review: N
Foreclosure Status Update	01/27/2010	<u>1008171</u> OneWest Bank, FSB Batch	MIN Status: Active (Registered) Foreclosure Status: Foreclosure Pending (option 2), retained on MERS Quality Review: N
Transfer Seasoned Servicing Rights	03/29/2009	<u>1000554</u> FDIC as Receiver for IndyMac Federal Bank, FSB Batch	MIN Status: Active (Registered) New Servicer: 1008171 OneWest Bank, FSB Old Servicer: 1000554 FDIC as Receiver for IndyMac Federal Bank, FSB Batch Number: 6186756 Sale Date: 03/19/2009 Transfer Date: 03/19/2009
Transfer Beneficial Rights - Option 1	02/28/2007	<u>1000106</u> Federal Home Loan Mortgage Corporation Batch User ID	MIN Status: Active (Registered) New Investor: 1000106 Federal Home Loan Mortgage Corporation Old Investor: 1000554 FDIC as Receiver for IndyMac Federal Bank, FSB Batch Number: 4318216 Transfer Date: 02/27/2007
Registration	01/10/2007	<u>1000554</u> FDIC as Receiver for IndyMac Federal Bank, FSB Batch	MIN Status: Active (Registered) Servicer: 1000554 FDIC as Receiver for IndyMac Federal Bank, FSB

## CORPORATE RESOLUTION

Be it Resolved that the attached list of candidates are officers of OneWest Bank, FSB a Member of Mortgage Electronic Registration Systems, Inc. (MERS), and are hereby appointed as assistant secretaries and vice presidents of MERS, and, as such, are authorized to:

- (1) release the lien of any mortgage loan registered on the MERS System that is shown to be registered to the Member;
- (2) assign the lien of any mortgage loan naming MERS as the mortgagee when the Member is also the current promissory note-holder, or if the mortgage loan is registered on the MERS System, is shown to be registered to the Member;
- (3) execute any and all documents necessary to foreclose upon the property securing any mortgage loan registered on the MERS System that is shown to be registered to the Member, including but not limited to (a) substitution of trustee on Deeds of Trust, (b) Trustee's Deeds upon sale on behalf of MERS, (c) Affidavits of Non-military Status, (d) Affidavits of Judgment, (e) Affidavits of Debt, (f) quitclaim deeds, (g) Affidavits regarding lost promissory notes, and (h) endorsements of promissory notes to VA or HUD on behalf of MERS as a required part of the claims process;
- (4) take any and all actions and execute all documents necessary to protect the interest of the Member, the beneficial owner of such mortgage loan, or MERS in any bankruptcy proceeding regarding a loan registered on the MERS System that is shown to be registered to the Member, including but not limited to: (a) executing Proofs of Claim and Affidavits of Movant under 11 U.S.C. Sec. 501-502, Bankruptcy Rule 3001-3003, and applicable local bankruptcy rules, (b) entering a Notice of Appearance, (c) vote for a trustee of the estate of the debtor, (d) vote for a committee of creditors, (e) attend the meeting of creditors of the debtor, or any adjournment thereof, and vote on behalf of the Member, the beneficial owner of such mortgage loan, or MERS, on any question that may be lawfully submitted before creditors in such a meeting, (f) complete, execute, and return a ballot accepting or rejecting a plan, and (g) execute reaffirmation agreements;
- (5) take any and all actions and execute all documents necessary to refinance, subordinate, amend or modify any mortgage loan registered on the MERS System that is shown to be registered to the Member.
- (6) endorse checks made payable to Mortgage Electronic Registration Systems, Inc. to the Member that are received by the Member for payment on any mortgage loan registered on the MERS System that is shown to be registered to the Member;
- (7) take any such actions and execute such documents as may be necessary to fulfill the Member's servicing obligations to the beneficial owner of such mortgage loan (including mortgage loans that are removed from the MERS System as a result of the transfer thereof to a non-member of MERS).

I, William C. Hultman, being the Corporate Secretary of Mortgage Electronic Registration Systems, Inc., hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Board of Directors of said corporation effective as of the 19th day of March, 2009 which is in full force and effect on this date and does not conflict with the Certificate of Incorporation or By-Laws of said corporation.



---

William C. Hultman, Secretary

As of 6/11/09

OneWest Bank, FSB  
ORG ID 1008171

Mortgage Electronic Registration Systems, Inc.  
Certifying Officers

Friedman, Eric

Jancarz, Kenneth

Parres, John

Stotts, Roger D

Brewton, Connie

Mastro, Karen

Stanford, Mike

Kirkpatrick, Dennis

Spencer, Kelly Cooper

Lerud, Bart

Johnson-Seck, Erica

JC San Pedro

Chamagne Williams

Suchan Murray

Charles Boyle

Cotton, Betty

Prees, Cyndi

Nix, Sheila

Maria Camarillo

Kira Cleary

Bobbitt, Sean

Treichler, Judy

Engel, Claudia

North, Sue

Schneider, Sandy

# Exhibit 2

**Tommy Kwong**

---

**From:** Heidi Buck  
**Sent:** Tuesday, June 28, 2011 6:46 PM  
**To:** 'james@jamesmcdonald.net'  
**Subject:** McDonald v. OneWest Bank, et al.  
**Attachments:** OneWest Member App.pdf

Mr. McDonald,

Please see the attached document, which is responsive to your requests for production. A hard copy will follow in the mail.

Thanks, Heidi

**Heidi E. Buck**  
Attorney  
Licensed to Practice Law in Washington

Direct: 425.213.5534  
Fax: 425.283.5968  
hbuck@rcolegal.com





## MEMBERSHIP APPLICATION

MERS-ASSIGNED ORG ID#:

1	0	0	<del>010771</del>
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(MERS USE ONLY)

### COMPANY INFORMATION (PLEASE TYPE OR PRINT)

COMPANY NAME: ONEWEST BANK, FSB (IN ORGANIZATION)		
D.B.A., IF APPLICABLE: INDYMAC FEDERAL BANK, FSB (FOR A TRANSITION PERIOD)		
STREET ADDRESS: 888 EAST WALNUT STREET		
CITY: PASADENA	STATE: CA	ZIP: 91101
MAIN PHONE: 626-535-5555	MAIN FAX: 626-535-7854	
TOLL-FREE NUMBER: 800-669-2300	CORP. WEB SITE: WWW.IMP.COM	

### COMPANY CONTACTS:

	NAME	TITLE	PHONE	EMAIL (REQUIRED)
MERS PROJECT MGR (To be interviewed)	[REDACTED]	VICE PRESIDENT*	626-535-4887*	[REDACTED]ER@IMB.COM*
EXECUTIVE SPONSOR	[REDACTED]	FVP/ASSISTANT TREASURER *	626-535-7393*	[REDACTED]H@IMB.COM*
OFFICE OF THE CEO	[REDACTED]	CEO & PRESIDENT	617-686-7098	[REDACTED]LIN@GMAIL.COM
OPERATIONS	[REDACTED]	FIRST VICE PRESIDENT	626-535-8929	[REDACTED]RO@IMB.COM
SECONDARY	[REDACTED]	SENIOR VICE PRESIDENT	626-535-8852	[REDACTED]DE@IMB.COM
GENERAL COUNSEL	[REDACTED]	EXECUTIVE VICE PRESIDENT	626-535-5525	[REDACTED]L@IMB.COM
FINANCE	[REDACTED]	FVP/ASSISTANT TREASURER	626-535-7393	[REDACTED]@IMB.COM
LOAN PRODUCTION	[REDACTED]	EXECUTIVE VICE PRESIDENT	626-535-5595	[REDACTED]S@IMB.COM
LOAN SERVICING	[REDACTED]	SENIOR VICE PRESIDENT	512-250-2701	[REDACTED]Y@IMB.COM
INFORMATION TECH.	[REDACTED]	VICE PRESIDENT	626-535-4984	[REDACTED]NER@IMB.COM
COMPLIANCE	[REDACTED]	FIRST VICE PRESIDENT	636-535-5624	[REDACTED]M@IMB.COM
MERS BILLING	[REDACTED]	VICE PRESIDENT	626-535-4887	[REDACTED]ER@IMB.COM
MERS OPERATIONS	[REDACTED]	VICE PRESIDENT	626-535-4887	[REDACTED]DER@IMB.COM
PERSON TO RECEIVE ALL COMMUNICATIONS	[REDACTED]	VICE PRESIDENT	626-535-4887	[REDACTED]ER@IMB.COM

**MERS Membership Application  
Residential 01/2008**

Page 3 of 6

**PLEASE CHECK THE BOXES THAT REFLECT YOUR VOLUMES FOR THE MOST RECENT 12-MONTH PERIOD:**

**>\$**

> \$10

**DO YOU HAVE ANY CORPORATE OR LEGAL AFFILIATIONS WITH OTHER MORTGAGE LENDERS?**

Yes  No

**IF YES, PLEASE LIST  
WHICH ARE MERS MEMBERS:**

NAME

MERS Org ID

1	0	0		
1	0	0		

**PLEASE CHECK ALL THAT APPLY TO YOUR ORGANIZATION:**

- |  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> BROKER                            | <input type="checkbox"/> MORTGAGE INSURER         | <input checked="" type="checkbox"/> LENDER* (SEE NOTE BELOW): * |  |
| <input type="checkbox"/> CONDUIT                           | <input checked="" type="checkbox"/> SERVICER      | Retail 100%   |  |
| <input type="checkbox"/> CUSTODIAN                         | <input type="checkbox"/> SUBSERVICER              | Wholesale 0%  |  |
| <input type="checkbox"/> FHLB                              | <input type="checkbox"/> TAX SERVICE              | Correspondent 0%  |  |
| <input type="checkbox"/> FEDERAL RESERVE BANK              | <input type="checkbox"/> TITLE COMPANY            | NOTE: PLEASE INDICATE ABOVE THE                                 |  |
| <input type="checkbox"/> FLOOD INSURER                     | <input type="checkbox"/> TRUSTEE                  | PERCENTAGE THAT APPLIES TO YOUR                                 |  |
| <input type="checkbox"/> HAZARD INSURER                    | <input type="checkbox"/> VENDOR/SERVICER PROVIDER | ORIGINATION ACTIVITY.   |  |
| <input type="checkbox"/> HOUSING AGENCY                    | DESCRIBE: _____                                   |   |  |
| <input type="checkbox"/> INTERIM FUNDER / WAREHOUSE LENDER | <input type="checkbox"/> CONSULTANT / OTHER:      |   |  |
| <input type="checkbox"/> INVESTOR                          | DESCRIBE: _____                                   |   |  |

## **ORIGINATION ACTIVITY**

VOLUME: <b>    </b> UNITS CLOSED MONTHLY (NOTES: <b>    </b> )	<input type="checkbox"/> WITHIN 10 DAYS	<input type="checkbox"/> HOLD FOR FIRST PAYMENT
ON AVERAGE, DAYS FROM THE NOTE DATE THE LOAN IS SOLD:	<input type="checkbox"/> INTERIM SERVICING (COLLECT 2+ PAYMENTS)	<input checked="" type="checkbox"/> OTHER (PLEASE SPECIFY): <b>30 DAYS</b>
WHOLESALE: DO YOU CLOSE LOANS IN THE BROKER'S NAME?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TPO? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**TRADING PARTNERS: PRIMARY INVESTORS YOU SELL TO**

(IF MORE ROOM IS NEEDED, PLEASE LIST USING SEPARATE SHEET)

CANTOR FITZGERALD	[REDACTED]	212-829-7165	[REDACTED]@CANTOR.COM	60%
GREENWICH CAPITAL	[REDACTED]	888-684-1166	[REDACTED]@RBS.COM	25%
GOLDMAN SACHS	[REDACTED]	415-393-7658	[REDACTED]@GS.COM	15%

**OTHERS:**

SERVICING RELEASED?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
ARE YOU SELLING DIRECTLY TO FANNIE MAE, FREDDIE MAC AND/OR GINNIE MAE?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
LIST HOUSING AGENCIES IF APPLICABLE:	SERVICING RELEASED?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
WAREHOUSE LENDER(S): FEDERAL HOME LOAN BANK OF SF	DO THEY ACCEPT MERS?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
IF SERVICING, WHAT IS YOUR SYSTEM? LENDER PROCESS SERVICES - MSP (FORMERLY FIDELITY)			
IF SUB-SERVICING, WHO DO YOU USE? N/A			

**ORIGINATION AND DOC PREP SYSTEM**

LOS SYSTEM USED: MIPS	VERSION #: N/A
DOES LOS HAVE MERS FUNCTIONALITY? (CHECK ALL THAT APPLY)	<input checked="" type="checkbox"/> MIN GENERATION <input checked="" type="checkbox"/> MIN TO DOCS <input type="checkbox"/> REGISTRATION TO MERS® SYSTEM
DOC PREP SYSTEM(S) USED: MIPS/DIGITAL DOCS	DOES IT SUPPORT MERS DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ARE DOCUMENTS CONTROLLED CENTRALLY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	IF NO, EXPLAIN:

**INVESTOR REFERENCES (MUST BE COMPLETED)**

[REDACTED]	04310009999 EXISTING IMB/NEW APPLICATION IN PROCESS
[REDACTED]	9051790802 EXISTING IMB/NEW APPLICATION IN PROCESS
[REDACTED]	23825-000-5 EXISTING IMB/NEW APPLICATION IN PROCESS
[REDACTED]	127721 EXISTING IMB/NEW APPLICATION IN PROCESS
[REDACTED]	003918 EXISTING IMB/NEW APPLICATION IN PROCESS
[REDACTED]	
[REDACTED]	
[REDACTED]	TRANSFERRING EXISTING ORG ID DUE TO ACQUISITION

MERS Membership Application  
Residential 01/2008

Page 6 of 8

BY COMPLETING, SIGNING, AND SUBMITTING THIS APPLICATION, THE APPLICANT IS AGREEING TO BE A MERS MEMBER. THE APPLICANT HEREBY AGREES TO PAY ALL FEES AND EXPENSES SET FORTH IN THE MERS RESIDENTIAL FEE SCHEDULE, WHICH MAY CHANGE FROM TIME TO TIME; ABBIDE BY ALL EXISTING MERS RULES AND PROCEDURES, WHICH ARE INCORPORATED HEREIN BY REFERENCE AND MAY BE AMENDED FROM TIME TO TIME; AND COMPLY WITH THE TERMS AND CONDITIONS SET FORTH IN THE ATTACHED ADDENDUM ENTITLED TERMS AND CONDITIONS.

NOTE: THE APPLICANT WILL BE BILLED THE MEMBERSHIP FEES AS STATED IN THE MERS RESIDENTIAL FEE SCHEDULE. PLEASE DO NOT SEND PAYMENT AT THIS TIME.

APPLICANT SIGNATURE:\*\*



(PLEASE PRINT THIS FORM, SIGN AND FAX BACK TO MERS, OR ATTACH A DIGITIZED SIGNATURE AND SEND VIA E-MAIL)

DATE: FEBRUARY 19, 2009

EMAIL ADDRESS:

\*\*The Applicant agrees that by attaching or inserting the Applicant's authorized representative's electronic signature, his/her electronic signature is intended to bind the Applicant and the Applicant acknowledges that the electronic signature shall have full force and effect as to the Applicant agreeing to the terms of this Application.

FAX OR MAIL YOUR COMPLETED AND SIGNED APPLICATION TO:

MERS

ATTENTION: CUSTOMER DIVISION

1818 LIBRARY STREET, SUITE 300, RESTON, VIRGINIA 20190

TELEPHONE 800.648.MERS (6377) FAX 703.748.0183

APPLICATIONS@MERSINC.ORG



## TERMS AND CONDITIONS

1. MERS, which shall include MERSCORP, Inc. and Mortgage Electronic Registration Systems, Inc., and the Member shall abide by these Terms and Conditions, the Rules and Procedures (collectively, the "Governing Documents"), copies of which will be supplied upon request. The Governing Documents shall be a part of the terms and conditions of every transaction that the Member may make or have with MERS or the MERS® System either directly or through a third party. The Member shall be bound by any amendment to any of the Governing Documents.
2. The Member, at its own expense, shall promptly, or as soon as practicable, cause MERS to appear in the appropriate public records as the mortgagee of record with respect to each mortgage loan that the Member registers on the MERS® System. MERS shall serve as mortgagee of record with respect to all such mortgage loans solely as a nominee, in an administrative capacity, for the beneficial owner or owners thereof from time to time. MERS shall have no rights whatsoever to any payments made on account of such mortgage loans, to any servicing rights related to such mortgage loans, or to any mortgaged properties securing such mortgage loans. MERS agrees not to assert any rights (other than rights specified in the Governing Documents) with respect to such mortgage loans or mortgaged properties. References herein to "mortgage(s)" and "mortgagee of record" shall include deed(s) of trust and beneficiary under a deed of trust and any other form of security instrument under applicable state law.
3. MERS shall at all times comply with the instructions of the holder of mortgage loan promissory notes. In the absence of contrary instructions from the note holder, MERS shall comply with instructions from the Servicer shown on the MERS® System in accordance with the Rules and Procedures of MERS.
4. No rights or obligations of the Member with respect to any data or information supplied to MERS by or on behalf of the Member shall be altered or affected in any manner by the provision of such data or information to MERS (except as otherwise specifically provided in these Terms and Conditions or the Rules of Membership).
5. If the Member uses MERS as Original Mortgagee (MOM) on the security instrument, the loan must be registered on the MERS® System within 10 days of the Note Date.
6. MERS and the Member agree that: (i) the MERS® System is not a vehicle for creating or transferring beneficial interests in mortgage loans, (ii) transfers of servicing interests reflected on the MERS® System are subject to the consent of the beneficial owner of the mortgage loans, and (iii) membership in MERS or use of the MERS® System shall not modify or supersede any agreement between or among the Members having interests in mortgage loans registered on the MERS® System.
7. If the Member has a third-party register loans (the "Registrar") on the MERS® System on behalf of the Member, the Registrar shall not be deemed an agent of MERS. The Registrar shall be solely an agent for the Member, and MERS is only giving consent to the Member to use a Registrar to enter information on the MERS® System on behalf of the Member. The Member agrees that MERS is not liable to the Member for any errors and omissions, negligence, breach of confidentiality, breach of the Rules and Procedures, or willful misconduct of the Registrar, or any employee, director, officer, agent or affiliate of the Registrar in performing its services to the Member.
8. The Member shall promptly pay to MERS the compensation due it for transactions registered on the MERS® System and other services rendered to the Member based on the then current MERS fee schedules, which may change from time to time. The Member shall promptly pay to MERS any interest and penalties on delinquent fee payments at the rate set by MERS from time to time. MERS shall have the authority to impose reasonable penalties and fines on Members for breach of the Governing Documents, and the Member shall promptly pay such fines in accordance with the terms of their imposition.
9. MERS shall indemnify and hold harmless the Member, and any employee, director, officer, agent or affiliate of the Member ("Member Party"), from and against any and all third-party claims, losses, penalties, fines, forfeitures, reasonable attorney fees and related costs, judgments, and any other costs, fees and expenses ("Indemnified Payments") that the Member Party may sustain directly from the negligence, errors and omissions, breach of confidentiality, breach of the Terms and Conditions, breach of the Rules and Procedures, or willful misconduct of MERS, or any employee, director, officer, agent or affiliate of MERS ("MERS Indemnified Claim"). Notwithstanding the foregoing, MERS shall not be liable or responsible under the terms of this Paragraph for any losses or claims

resulting from the actions or omissions of any person other than an employee, director, officer (who is also an employee of MERS), agent or affiliate of MERS.

The Member shall indemnify and hold harmless MERS, and any employee, director, officer, agent or affiliate of MERS ("MERS Party"), for any Indemnified Payments which do not result from a MERS Indemnified Claim and which such MERS Party incurs (i) from the negligence, errors and omissions, breach of confidentiality, breach of the Terms and Conditions, Rules and Procedures, or willful misconduct of a Member Party, (ii) with respect to a transaction on the MERS® System initiated by such Member, or (iii) as a result of compliance by MERS with instructions given by the Member, or its designee, as beneficial owner, servicer or secured party shown on the MERS® System ("Member Indemnified Claim").

MERS shall promptly notify the Member if a claim is made by a third party against either MERS or the Member with respect to any mortgage loan registered on the MERS® System in which the Member is shown on the MERS® System as beneficial owner, servicer or secured party in accordance with the Rules and Procedures. The Member shall promptly notify MERS if a claim is made against the Member that may be subject to the indemnification provisions of this Paragraph.

The obligations of MERS and the Member under this Paragraph shall survive the termination of the Member's use of the MERS® System.

10. MERS and the Member shall maintain appropriate insurance coverage that shall include an errors and omissions insurance policy and a fidelity bond. MERS shall not be required to maintain coverage for persons who may be appointed at the request of the Member as certifying officers of MERS. The Member's policies shall protect and insure MERS against losses in connection with the release or satisfaction of a mortgage loan without having obtained payment in full of the indebtedness secured thereby. Upon request, MERS or the Member shall cause to be delivered to the other a certified true copy of such errors and omissions insurance policy and fidelity bond.

In the event of any loss of principal or interest on a mortgage loan or any Indemnified Payments for which reimbursement is received from a fidelity bond or any errors and omissions insurance policy or other insurance policy, the proceeds from any such bond or insurance shall be held in trust for and be promptly paid to the Member who is shown as the servicer on the MERS® System on behalf of the beneficial owner unless otherwise requested by the beneficial owner.

11. Any notice or other communication which is required or permitted to be given or made to MERS pursuant to any provision of the Governing Documents shall be given or made in writing and shall be sent by nationally recognized overnight courier, or facsimile followed by delivery of the original via first class mail, addressed as follows: MERS, Corporate Secretary, 1818 Library Street, Suite 300, Reston, VA 20190.
12. These Terms and Conditions and all transactions effected by the Member with MERS shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its choice of law provisions.
13. Neither the Member nor MERS shall institute a proceeding before any tribunal to resolve any controversy or claim arising out of or relating to these Terms and Conditions, Rules and Procedures, or the breach, termination or invalidity thereof (a "Dispute"), before such party has sought to resolve the Dispute through direct negotiation with the other party. If the Dispute is not resolved within thirty (30) days after a written demand for direct negotiation, the parties shall attempt to resolve the Dispute through mediation. If the parties do not promptly agree on a mediator, either party may request the then chief judge of the Circuit Court of Fairfax County, Virginia to appoint a mediator. All mediation proceedings hereunder shall be held in Washington, D.C. If the mediator is unable to facilitate a settlement of the Dispute within a reasonable period of time, as determined by the mediator, the mediator shall issue a written statement to the parties to that effect and the aggrieved party may then seek relief in accordance with the arbitration provisions of this Paragraph. The fees and expenses of the mediator shall be paid by the party initiating the Dispute.

In the event that the Member and MERS are not able to resolve a Dispute in accordance with the mediation provisions of this Paragraph, such Dispute shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof; provided, however, that the place of arbitration shall be Washington, DC, and fees and expenses for the arbitration proceedings shall be paid by the party initiating arbitration.

# Exhibit 3

1  
2  
3  
4  
5  
6  
7                   **UNITED STATES DISTRICT COURT**  
8                   **WESTERN DISTRICT OF WASHINGTON**  
9                   **AT SEATTLE**

10 JAMES MCDONALD.

11                   Plaintiff,

12                   v.

13                   ONEWEST BANK, FSB, NORTHWEST  
14                   TRUSTEE SERVICES, INC., MORTGAGE  
15                   ELECTRONIC REGISTRATION SYSTEMS,  
16                   INC., INDYMAC BANK FSB, DOES 1-50.

17                   Defendants.

No. C10-1952 RSL

**DEFENDANTS ONEWEST BANK,  
FSB, MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.,  
AND NORTHWEST TRUSTEE  
SERVICES, INC.'S RESPONSE TO  
PLAINTIFF'S SECOND REQUEST  
FOR PRODUCTION OF  
DOCUMENTS**

17                   COME NOW Defendants OneWest Bank, FSB ("OneWest"), Mortgage Electronic  
18                   Registration Systems Inc. ("MERS"), and Northwest Trustee Services, Inc. ("NWTS")  
19                   (collectively "Defendants") and responds to Plaintiff James McDonald's Second Set of  
20                   Interrogatories and Request for Production of Documents ("Requests") as follows:

21                   I.        **PRELIMINARY STATEMENT**

22                   These responses are made solely for the purpose of this action. Each response and each  
23                   document produced is subject to all appropriate objections (including, but not limited to,  
24                   objections concerning competency, relevancy, materiality, propriety and admissibility) which  
25                   would require the exclusion of any statement contained herein or in any of the documents  
26                   produced, if any such document or documents were sought to be introduced into evidence in  
Court. All such objections and grounds are reserved and may be interposed at the time of trial.

1 Defendants have not completed their investigation of facts, witnesses, or documents  
 2 related to this action; has not completed its analysis of available data; has not yet completed its  
 3 discovery in this action; and has not completed preparation for trial. Thus, although a good faith  
 4 effort has been made to supply pertinent information when it has been requested, it is not  
 5 possible in many instances for unqualified responses to be made. Further, the responses are  
 6 necessarily made without prejudice to Defendants' right to produce any subsequently discovered  
 7 facts, witnesses, or documents, as well as any new theories or contentions that Defendants may  
 8 adopt. These responses are given without prejudice to Defendants' right to provide facts,  
 9 witnesses or documents omitted from these responses by oversight, inadvertent or good faith  
 10 error or mistake. Defendants have furnished information that is presently available, which may  
 11 include hearsay and other forms of evidence that are neither reliable nor admissible.

## 12           II.     RESPONSES TO REQUESTS

13 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 1:** The complete governing  
 14 documents for subpool IN070227 as identified on the Complete Loan File Information from  
 15 Deutsche Bank National Trust Company, which Plaintiff has provided the Defense a copy of.

16       **RESPONSE:** Objection. Not reasonably calculated to lead to discovery of admissible  
 17 evidence; unduly burdensome as it places an inordinate burden and expense on Defendants to  
 18 respond. Without waiving any objections, Defendants have no documents responsive to this  
 19 request. However, upon discovery of material responsive to this request, Defendants reserve the  
 20 right to supplement this Response.

21 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 2:** The complete governing  
 22 documents for the master pool/trust that the subpool identified above is a part of.

23       **RESPONSE:** Objection. Not reasonably calculated to lead to discovery of admissible  
 24 evidence; unduly burdensome as it places an inordinate burden and expense on Defendants to  
 25 respond. Without waiving any objections, Defendants have no documents responsive to this  
 26 request. However, upon discovery of material responsive to this request, Defendants reserve the  
 right to supplement this Response.

**ANSWERS TO PLAINTIFF'S SECOND REQUEST FOR PRODUCTION OF DOCUMENTS.**  
Dated August 1<sup>st</sup>, 2011.

# ~~ROUTH CRABTREE OLSEN, P.S.~~

Heidi E. Buck, WSBA No. 41769  
Of Attorneys for Defendants OneWest  
Bank, Mortgage Electronic Registration  
Systems, Inc., and Northwest Trustee  
Services, Inc.

**DEFENDANTS' RESPONSE TO PLAINTIFF'S SECOND  
REQUEST FOR PRODUCTION OF DOCUMENTS  
– PAGE 3 OF 3, CASE NO. C10-1952 RSL**

**ROUTH  
CRABTREE  
OLSEN, P.S.** | 13555 SE 36th St., Ste 300  
Bellevue, WA 98006  
Telephone: 425.458.2121  
Facsimile: 425.458.2131

# Exhibit 4

The Honorable Judge Robert Lasnik

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

JAMES MCDONALD,

Plaintiff,

v.

ONEWEST BANK, FSB, NORTHWEST  
TRUSTEE SERVICES, INC., MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS,  
INC., INDYMAC BANK FSB, DOES 1-50,

Defendants.

No. C10-1952 RSL

**DEFENDANTS ONEWEST BANK,  
FSB, MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.,  
AND NORTHWEST TRUSTEE  
SERVICES, INC.'S  
SUPPLEMENTAL RESPONSE TO  
PLAINTIFF'S FIRST REQUEST  
FOR PRODUCTION OF  
DOCUMENTS**

COME NOW Defendants OneWest Bank, FSB ("OneWest"), Mortgage Electronic Registration Systems Inc. ("MERS"), and Northwest Trustee Services, Inc. ("NWTS") (collectively "Defendants") and responds to Plaintiff James McDonald's First Set of Interrogatories and Request for Production of Documents ("Requests") as follows:

**I. PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. Each response and each document produced is subject to all appropriate objections (including, but not limited to, objections concerning competency, relevancy, materiality, propriety and admissibility) which would require the exclusion of any statement contained herein or in any of the documents

1 produced, if any such document or documents were sought to be introduced into evidence in  
 2 Court. All such objections and grounds are reserved and may be interposed at the time of trial.

3 Defendants have not completed their investigation of facts, witnesses, or documents  
 4 related to this action; have not completed its analysis of available data; have not yet completed  
 5 its discovery in this action; and have not completed preparation for trial. Thus, although a good  
 6 faith effort has been made to supply pertinent information when it has been requested, it is not  
 7 possible in many instances for unqualified responses to be made. Further, the responses are  
 8 necessarily made without prejudice to Defendants' right to produce any subsequently discovered  
 9 facts, witnesses, or documents, as well as any new theories or contentions that Defendants may  
 10 adopt. These responses are given without prejudice to Defendants' right to provide facts,  
 11 witnesses or documents omitted from these responses by oversight, inadvertent or good faith  
 12 error or mistake. Defendants have furnished information that is presently available, which may  
 13 include hearsay and other forms of evidence that are neither reliable nor admissible.

## 14 II. GENERAL OBJECTIONS

15 Each of the general objections stated below are continuing objections which Defendants  
 16 will incorporate into specific responses as appropriate:

### 17 A. Not Reasonably Calculated Objection:

18 Many of the requests, in whole or in part, seek information or documents that are  
 19 neither relevant to the subject matter of the lawsuit nor reasonably calculated to lead  
 20 to the discovery of admissible evidence in respect thereto.

### 21 B. Ambiguity Objection:

22 Many of the specific requests are phrased in language that is so vague, ambiguous,  
 23 and uncertain that Defendants are unable to ascertain what information is requested.

### 24 C. Burden Objection:

25 Many of the specific requests are materially overbroad in whole or in part, or are  
 26 burdensome and oppressive on the grounds that they seek information that is equally

1 accessible to or already within the possession of the plaintiff, or information that is  
2 not relevant to the subject matter of the dispute herein, or, if relevant, so remotely  
3 relevant as to have no practical benefit to the plaintiff, while placing an inordinate  
4 burden and expense on Defendants to respond.

5 D. Duplicative Request Objection:

6 Many of the specific requests are duplicative in that they request information that  
7 is requested by more than one Interrogatory.

8 **III. SPECIFIC RESPONSES TO REQUESTS**

9 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 1:**

10 RESPONSE: Defendants incorporate by reference all previous objections to this  
11 Request. After diligent search, Defendants have found nothing that is responsive to this Request.  
12 In the event material that is responsive to this Request is located, Defendants will supplement  
13 these responses.

14 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 2:**

15 RESPONSE: Defendants have provided all documents responsive to this Request.

16 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 3:**

17 RESPONSE: Defendants incorporate by reference all previous objections to this  
18 Request. After diligent search, Defendants have found nothing that is responsive to this Request.  
19 In the event material that is responsive to this Request is located, Defendants will supplement  
20 these responses.

21 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 4:**

22 RESPONSE: Defendants have provided all documents responsive to this Request.

23 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 5:**

24 RESPONSE: Defendants object to this Request on the basis that the information  
25 requested is neither relevant to the subject matter of the lawsuit nor reasonably calculated to lead  
26 to the discovery of admissible evidence in respect thereto.

1      **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 6:**

2      **RESPONSE:** Defendants have provided all documents responsive to this Request.

3      **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 7:**

4      **RESPONSE:** Defendants incorporate by reference all previous objections to this  
5      Request. Without waiving any objection, Defendant MERS provides the attached copy of the  
6      MERS Membership Application for IndyMac Mortgage Holdings, Inc.

7      **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 8:**

8      **RESPONSE:** Defendants incorporate by reference all previous objections to this  
9      Request. Without waiving any objection, Defendant MERS provides the attached copy of the  
10     Membership Agreement between Freddie Mac and MERS.

11     **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 9:**

12     **RESPONSE:** Defendants have provided all documents responsive to this Request.

13     **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 10:**

14     **RESPONSE:** Defendants incorporate by reference all previous objections to this  
15     Request. After diligent search, Defendants have found nothing that is responsive to this Request.  
16     In the event material that is responsive to this Request is located, Defendants will supplement  
17     these responses.

18     **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 11:**

19     **RESPONSE:** Defendants have provided all documents responsive to this Request.

20     **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 12:**

21     **RESPONSE:** Defendants have provided all documents responsive to this Request.

22     **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 13:**

23     **RESPONSE:** Defendants incorporate by reference all previous objections to this  
24     Request. Without waiving any objection, please see the attached Form 1034.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 14:**

**RESPONSE:** Defendants incorporate by reference all previous objections to this Request. Without waiving any objection, please see the attached Form 1036.

**REQUEST FOR PRODUCTION OF DOCUMENTS NO. 15:**

**RESPONSE:** Defendants incorporate by reference all previous objections to this Request. After diligent search, Defendants have found nothing that is responsive to this Request. In the event material that is responsive to this Request is located, Defendants will supplement these responses.

**DEFENDANTS' SUPPLEMENTAL RESPONSE  
TO PLAINTIFF'S FIRST REQUEST FOR  
PRODUCTION OF DOCUMENTS**  
**- PAGE 5 OF 7, CASE NO. C10-1952 RSL**

**ROUTH  
CRABTREE  
OLSEN, P.S.** | 13555 SE 36th St., Ste 300  
Bellevue, WA 98006  
Telephone: 425.458.2121  
Facsimile: 425.458.2131

1                           **ATTORNEY CERTIFICATION**

2                           The undersigned, as attorney for Defendants OneWest Bank, MERS, and NWTS,  
3 certifies to the best of her knowledge, information and belief, formed after a reasonable inquiry  
4 that the responses and objections are: (1) consistent with the Civil Rules and warranted by  
5 existing law or a good faith argument for the extension, modification or reversal of existing law;  
6 (2) not interposed for any improper purpose, such as to harass or to cause unnecessary delay or  
7 needless increase in the cost of litigation; and (3) not unreasonable or unduly burdensome or  
8 expensive, given the needs of the case, the discovery already had in the case, the amount in  
9 controversy and the importance of the issues at stake in the litigation.

10                          DATED this 17<sup>th</sup> day of February, 2012.

11                          ROUTH CRABTREE OLSEN, P.S.  
12                            
13                          Heidi E. Buck, WSBA No. 41769  
14                          Of Attorneys for Defendants OneWest  
15                          Bank, Mortgage Electronic Registration  
16                          Systems, Inc., and Northwest Trustee  
17                          Services, Inc.

## PARTY CERTIFICATION

The undersigned, under penalty of perjury of the laws of the State of Washington  
declares that I am authorized to sign on behalf of Defendant, that I have read the foregoing  
Requests, and swear that the Responses are true and complete to the best of my knowledge and  
belief.

DATED this 9<sup>th</sup> day of February, 2012.

## **ONEWEST BANK, FSB**

By: Rebecca Marks  
Rebecca Marks  
NORTHWEST TRUSTEE SERVICES, INC.

By: *[Signature]*

By: JC SAN PEDRO

FC



Bringing The Industry Together For A Change®

# Membership Application

Type of Membership you request (check one):

 GENERAL LITE PATRON

(NON-MORTGAGE COMPANIES)

MERS Org ID # 1000554

(FOR MERS USE ONLY)

## ◆ COMPANY INFORMATION:

Company Name IndyMac Mortgage Holdings, Inc.Street Address 155 North Lake AvenueCity Pasadena State CA Zip 91101Phone Number 800-669-2300 Fax Number 626-535-5895Corporate Web Site: www.IndyMac.com

## ◆ SENIOR MANAGEMENT TEAM (PLEASE LIST DEPARTMENT HEADS):

Name	Title	Department	Telephone Number
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	SECONDARY	[REDACTED]
[REDACTED]	[REDACTED]	GENERAL COUNSEL	[REDACTED]
[REDACTED]	[REDACTED]	FINANCE	[REDACTED]
[REDACTED]	[REDACTED]	ACCOUNTS PAYABLE	[REDACTED]
[REDACTED]	[REDACTED]	LOAN PRODUCTION	[REDACTED]
[REDACTED]	[REDACTED]	LOAN SERVICING	[REDACTED]
[REDACTED]	[REDACTED]	INFORMATION TECHNOLOGY	[REDACTED]

## ◆ PERSON WHO SHOULD RECEIVE ALL OFFICIAL NOTICES OR OTHER COMMUNICATIONS FROM MERS:

Name	Title	Address	Telephone Number
Joanne V. Droege	Senior VP	155 N. Lake Ave, Pasadena	626-535-5819

## ◆ PLEASE CHECK THE APPROPRIATE BOX BELOW THAT INDICATES THE GREATER OF YOUR ANNUAL PRODUCTION OR SERVICING VOLUME AS OF THE MOST RECENT YEAR END:

TIER	ANNUAL PRODUCTION VOLUME		SIZE OF SERVICING PORTFOLIO		ANNUAL MEMBERSHIP FEE
1	under \$250 million		under \$2 billion		\$500
2	\$250 million - \$1 billion		\$2 billion - \$10 billion		\$2,000
3	>\$1 billion - \$10 billion		>\$10 billion - \$50 billion		\$5,500
4	>\$10 billion		>\$50 billion		\$7,500
MERS Lite User	n/a		n/a		\$264



Official Information Technology Partner

V04081999ml

## Membership Application

## ◆ PLEASE CHECK ALL OF THE BOXES THAT APPLY TO YOUR ORGANIZATION:

Lender	Mortgage Insurer	Servicer
Warehouse Lender	Software Vendor/Service Bureau	Subservicer
Custodian	Title Company	Investor
Third Party Originator		
Other (describe): [REDACTED]		
Consultant (describe): [REDACTED]		

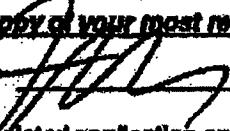
## ◆ PLEASE ANSWER THE FOLLOWING QUESTIONS:

Is your organization active in buying or selling servicing rights?	Yes	No
Are you primarily a Buyer?	[REDACTED]	Seller?
Is your organization a Fannie Mae-approved seller/servicer?	Yes	No
Is your organization a Freddie Mac-approved seller/servicer?	Yes	No
Is your organization a Ginnie Mae-approved issuer?	Yes	No
Is your organization a VA-approved lender/servicer?	Yes	No
Is your organization an FHA-approved lender/servicer?	Yes	No
Indicate your VA Approval Number: [REDACTED]		
Indicate your FHA Mortgagee Identification Number: [REDACTED]		
Please tell us how you heard about MERS: [REDACTED]		

By completing, signing and submitting this application, the Applicant is agreeing to be a MERS Member. The Applicant hereby agrees to pay all fees and expenses set forth in the MERS Fee Schedule, which may change from time to time; abide by all existing MERS Rules and Procedures, which are incorporated herein by reference and may be amended from time to time; and comply with the terms and conditions set forth in the attached addendum entitled Terms and Conditions.

The Applicant will be billed the membership fee as stated in the Fee Schedule.

Please submit a copy of your most recently published Financial Statements with your completed application.

Applicant Signature: 

Date: 1-1-07/99

FAX or MAIL your completed application and most recently published Financial Statements to:

**MERS, Inc.**  
Attn: Customer Division  
8201 Greensboro Drive, Suite 350  
McLean, Virginia 22102

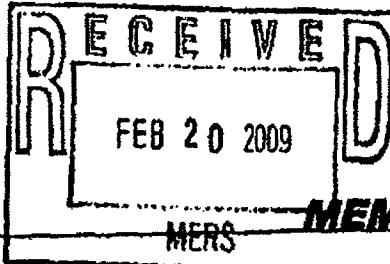
Fax: (703) 748-0183 Telephone: (800) 646-MERS (6377) or (703) 761-1270

If you should member wish to pay by credit card for the Initial Membership Fee, please indicate below:

Circle one:    VISA    or    MasterCard    Account Number: \_\_\_\_\_ Expiration date: \_\_\_\_\_

Name as printed on the card: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

V04081999lmj

**MEMBERSHIP APPLICATION**

MERS-ASSIGNED ORG ID#:

1	0	0	8771
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 (MERS USE ONLY)
**COMPANY INFORMATION (PLEASE TYPE OR PRINT)**

COMPANY NAME: ONEWEST BANK, FSB (IN ORGANIZATION)		
D.B.A., IF APPLICABLE: INDYMAC FEDERAL BANK, FSB (FOR A TRANSITION PERIOD)		
STREET ADDRESS: 888 EAST WALNUT STREET		
CITY: PASADENA	STATE: CA	ZIP: 91101
MAIN PHONE: 626-535-5555	MAIN FAX: 626-535-7854	
TOLL-FREE NUMBER: 800-669-2300	CORP. WEB SITE: WWW.IMP.COM	

**COMPANY CONTACTS:**

	NAME	TITLE	PHONE	EMAIL (REQUIRED)
MERS PROJECT MGR (To be Identified)	[REDACTED]	VICE PRESIDENT*	[REDACTED]	[REDACTED]
EXECUTIVE SPONSOR	[REDACTED]	FVP/ASSISTANT TREASURER *	[REDACTED]	[REDACTED]
OFFICE OF THE CEO	[REDACTED]	CEO & PRESIDENT	[REDACTED]	[REDACTED]
OPERATIONS	[REDACTED]	FIRST VICE PRESIDENT	[REDACTED]	[REDACTED]
SECONDARY	[REDACTED]	SENIOR VICE PRESIDENT	[REDACTED]	[REDACTED]
GENERAL COUNSEL	[REDACTED]	EXECUTIVE VICE PRESIDENT	[REDACTED]	[REDACTED]
FINANCE	[REDACTED]	FVP/ASSISTANT TREASURER	[REDACTED]	[REDACTED]
LOAN PRODUCTION	[REDACTED]	EXECUTIVE VICE PRESIDENT	[REDACTED]	[REDACTED]
LOAN SERVICING	[REDACTED]	SENIOR VICE PRESIDENT	[REDACTED]	[REDACTED]
INFORMATION TECH.	[REDACTED]	VICE PRESIDENT	[REDACTED]	[REDACTED]
COMPLIANCE	[REDACTED]	FIRST VICE PRESIDENT	[REDACTED]	[REDACTED]
MERS BILLING	[REDACTED]	VICE PRESIDENT	[REDACTED]	[REDACTED]
MERS OPERATIONS	[REDACTED]	VICE PRESIDENT	[REDACTED]	[REDACTED]
PERSON TO RECEIVE ALL COMMUNICATIONS	[REDACTED]	VICE PRESIDENT	[REDACTED]	[REDACTED]

MERS Membership Application  
Residential 01/2008

Page 2 of 6

FROM MERS:					
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*\*Denotes a required field*

**PLEASE CHECK THE BOXES THAT REFLECT YOUR VOLUMES FOR THE MOST RECENT 12-MONTH PERIOD:**

UNDER \$250 MILLION  
 \$250 MILLION - \$1 BILLION  
 > \$1 BILLION - \$10 BILLION  
 > \$10 BILLION  
 N/A

UNDER \$2 BILLION  
 \$2 BILLION - \$10 BILLION  
 > \$10 BILLION - \$50 BILLION  
 > \$50 BILLION  
 N/A

DO YOU HAVE ANY CORPORATE OR LEGAL AFFILIATIONS WITH  
OTHER MORTGAGE LENDERS?

YES

NO

IF YES, PLEASE LIST  
WHICH ARE MERS MEMBERS:

NAME \_\_\_\_\_

MERS ORG ID

1	0	0				
1	0	0				
1	0	0				

**PLEASE CHECK ALL THAT APPLY TO YOUR ORGANIZATION:**

BROKER

CONDUIT

CUSTODIAN

FHLB

FEDERAL RESERVE BANK

FLOOD INSURER

HAZARD INSURER

HOUSING AGENCY

INTERIM FUNDER / WAREHOUSE LENDER

INVESTOR

MORTGAGE INSURER

SERVICER

SUBSERVICER

TAX SERVICE

TITLE COMPANY

TRUSTEE

VENDOR/SERVICER PROVIDER

DESCRIBE: \_\_\_\_\_

CONSULTANT / OTHER:

DESCRIBE: \_\_\_\_\_

LENDER\* (SEE NOTE BELOW):\*

RETAIL 100%

WHOLESALE 0%

CORRESPONDENT 0%

NOTE: PLEASE INDICATE ABOVE THE  
PERCENTAGE THAT APPLIES TO YOUR  
ORIGINATION ACTIVITY.

**ORIGINATION ACTIVITY**

VOLUME: #1,000 UNITS CLOSED MONTHLY (NOTES: )

ON AVERAGE, DAYS FROM THE NOTE DATE THE LOAN IS SOLD:

WITHIN 10 DAYS

HOLD FOR FIRST PAYMENT

INTERIM SERVICING  
(COLLECT 2+ PAYMENTS)

OTHER (PLEASE SPECIFY):  
30 DAYS

WHOLESALE: DO YOU CLOSE LOANS IN THE BROKER'S NAME?

YES  NO

TPO?  Yes  No

MERS Membership Application  
Residential Q1/2008

Page 4 of 6

**TRADING PARTNERS: PRIMARY INVESTORS YOU SELL TO**

(IF MORE ROOM IS NEEDED, PLEASE LIST USING SEPARATE SHEET)

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**OTHERS:**

SERVICING RELEASED?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
ARE YOU SELLING DIRECTLY TO FANNIE MAE, FREDDIE MAC AND/OR GINNIE MAE?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
LIST HOUSING AGENCIES IF APPLICABLE:	SERVICING RELEASED?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
WAREHOUSE LENDER(S) [REDACTED]	DO THEY ACCEPT MERS?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
IF SERVICING, WHAT IS YOUR SYSTEM? LENDER PROCESS SERVICES - MSP (FORMERLY FIDELITY)			
IF SUB-SERVICING, WHO DO YOU USE? N/A			

**ORIGINATION AND DOC PREP SYSTEM**

LOS SYSTEM USED: [REDACTED]	VERSION #: [REDACTED]
DOES LOS HAVE MERS FUNCTIONALITY? (CHECK ALL THAT APPLY)	[REDACTED] MIN GENERATION [REDACTED] MIN TO DOCS [REDACTED] REGISTRATION TO MERS® SYSTEM
DOC PREP SYSTEM(S) USED: MIPS/DIGITAL DOCS	DOES IT SUPPORT MERS DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ARE DOCUMENTS CONTROLLED CENTRALLY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	IF NO, EXPLAIN: [REDACTED]

**INVESTOR REFERENCES (MUST BE COMPLETED)**

[REDACTED]

MERS Membership Application  
Residential 01/2008

Page 5 of 6

BY COMPLETING, SIGNING, AND SUBMITTING THIS APPLICATION, THE APPLICANT IS AGREEING TO BE A MERS MEMBER. THE APPLICANT HEREBY AGREES TO PAY ALL FEES AND EXPENSES SET FORTH IN THE MERS RESIDENTIAL FEE SCHEDULE, WHICH MAY CHANGE FROM TIME TO TIME; ADOBE BY ALL EXISTING MERS RULES AND PROCEDURES, WHICH ARE INCORPORATED HEREIN BY REFERENCE AND MAY BE AMENDED FROM TIME TO TIME; AND COMPLY WITH THE TERMS AND CONDITIONS SET FORTH IN THE ATTACHED ADDENDUM ENTITLED TERMS AND CONDITIONS.

NOTE: THE APPLICANT WILL BE BILLED THE MEMBERSHIP FEES AS STATED IN THE MERS RESIDENTIAL FEE SCHEDULE. PLEASE DO NOT SEND PAYMENT AT THIS TIME.

APPLICANT SIGNATURE:\*\* \_\_\_\_\_

(PLEASE PRINT THIS FORM, SIGN AND FAX BACK TO MERS, OR ATTACH A DIGITIZED SIGNATURE AND SEND VIA E-MAIL)

DATE: FEBRUARY 18, 2009

EMAIL ADDRESS:

\*\*The Applicant agrees that by attaching or inserting the Applicant's authorized representative's electronic signature, his/her electronic signature is intended to bind the Applicant and the Applicant acknowledges that the electronic signature shall have full force and effect as to the Applicant agreeing to the terms of this Application.

FAX OR MAIL YOUR COMPLETED AND SIGNED APPLICATION TO:

MERS

ATTENTION: CUSTOMER DIVISION

1818 LIBRARY STREET, SUITE 300, RESTON, VIRGINIA 20190

TELEPHONE 800.648.MERS (6377) FAX 703.748.6183

APPLICATIONS@MERSINC.ORG



## MEMBERSHIP APPLICATION

MERS-ASSIGNED ORG ID#:

1	0	0
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(MERS USE ONLY)

### COMPANY INFORMATION (PLEASE TYPE OR PRINT)

COMPANY NAME: ONEWEST BANK, FSB (IN ORGANIZATION)		
D.B.A., IF APPLICABLE: INDYMAC FEDERAL BANK, FSB (FOR A TRANSITION PERIOD)		
STREET ADDRESS: 888 EAST WALNUT STREET		
CITY: PASADENA	STATE: CA	ZIP: 91101
MAIN PHONE: 626-535-5555	MAIN FAX: 626-535-7854	
TOLL-FREE NUMBER: 800-669-2300	CORP. WEB SITE: WWW.IMP.COM	

### COMPANY CONTACTS:

	NAME	TITLE	PHONE	EMAIL (REQUIRED)
MERS Project Mgr (To be Identified)	[REDACTED]	VICE PRESIDENT*	[REDACTED]	[REDACTED]
EXECUTIVE SPONSOR	[REDACTED]	FVP/ASSISTANT TREASURER *	[REDACTED]	[REDACTED]
OFFICE OF THE CEO	[REDACTED]	CEO & PRESIDENT	[REDACTED]	[REDACTED]
OPERATIONS	[REDACTED]	FIRST VICE PRESIDENT	[REDACTED]	[REDACTED]
SECONDARY	[REDACTED]	SENIOR VICE PRESIDENT	[REDACTED]	[REDACTED]
GENERAL COUNSEL	[REDACTED]	EXECUTIVE VICE PRESIDENT	[REDACTED]	[REDACTED]
FINANCE	[REDACTED]	FVP/ASSISTANT TREASURER	[REDACTED]	[REDACTED]
LOAN PRODUCTION	[REDACTED]	EXECUTIVE VICE PRESIDENT	[REDACTED]	[REDACTED]
LOAN SERVICING	[REDACTED]	SENIOR VICE PRESIDENT	[REDACTED]	[REDACTED]
INFORMATION TECH.	[REDACTED]	VICE PRESIDENT	[REDACTED]	[REDACTED]
COMPLIANCE	[REDACTED]	FIRST VICE PRESIDENT	[REDACTED]	[REDACTED]
MERS BILLING	[REDACTED]		[REDACTED]	[REDACTED]
MERS OPERATIONS	[REDACTED]		[REDACTED]	[REDACTED]
PERSON TO RECEIVE ALL COMMUNICATIONS	[REDACTED]		[REDACTED]	[REDACTED]

**PLEASE CHECK THE BOXES THAT REFLECT YOUR VOLUMES FOR THE MOST RECENT 12-MONTH PERIOD:**

UNDER \$250 MILLION  
 \$250 MILLION - \$1 BILLION  
 > \$1 BILLION - \$10 BILLION  
 > \$10 BILLION  
 N/A

UNDER \$2 BILLION  
 \$2 BILLION - \$10 BILLION  
 > \$10 BILLION - \$50 BILLION  
 > \$50 BILLION  
 N/A

**DO YOU HAVE ANY CORPORATE OR LEGAL AFFILIATIONS WITH  
OTHER MORTGAGE LENDERS?**

Yes       No

**IF YES, PLEASE LIST  
WHICH ARE MERS MEMBERS:**

NAME	MERS ORG ID
_____	1 0 0
_____	1 0 0
_____	1 0 0

**PLEASE CHECK ALL THAT APPLY TO YOUR ORGANIZATION:**

BROKER  
 CONDUIT  
 CUSTODIAN  
 FHLB  
 FEDERAL RESERVE BANK  
 FLOOD INSURER  
 HAZARD INSURER  
 HOUSING AGENCY  
 INTERIM FUNDER / WAREHOUSE LENDER  
 INVESTOR

MORTGAGE INSURER  
 SERVICER  
 SUBSERVICER  
 TAX SERVICE  
 TITLE COMPANY  
 TRUSTEE  
 VENDOR/SERVICER PROVIDER  
 DESCRIBE: \_\_\_\_\_  
 CONSULTANT / OTHER:  
 DESCRIBE: \_\_\_\_\_

LENDER\* (SEE NOTE BELOW):  
 RETAIL  
 WHOLESALE  
 CORRESPONDENT

NOTE: PLEASE INDICATE ABOVE THE  
PERCENTAGE THAT APPLIES TO YOUR  
ORIGINATION ACTIVITY.

**ORIGINATION ACTIVITY**

VOLUME: #1,000 UNITS CLOSED MONTHLY (NOTE: )		
ON AVERAGE, DAYS FROM THE NOTE DATE THE LOAN IS SOLD:	WITHIN 10 DAYS	HOLD FOR FIRST PAYMENT
	INTERIM SERVICING (COLLECT 2+ PAYMENTS)	OTHER (PLEASE SPECIFY): 30 DAYS
WHOLESALE: DO YOU CLOSE LOANS IN THE BROKER'S NAME?	YES <input type="checkbox"/> NO <input type="checkbox"/>	TPO? YES <input type="checkbox"/> NO <input type="checkbox"/>

**TRADING PARTNERS: PRIMARY INVESTORS YOU SELL TO**

(IF MORE ROOM IS NEEDED, PLEASE LIST USING SEPARATE SHEET)					
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
OTHERS:					
SERVICING RELEASED?			YES	NO	[REDACTED]
ARE YOU SELLING DIRECTLY TO FANNIE MAE, FREDDIE MAC AND/OR GINNIE MAE?			YES	NO	[REDACTED]
LIST HOUSING AGENCIES IF APPLICABLE: [REDACTED]			SERVICING RELEASED?	YES	NO
WAREHOUSE LENDER(S): [REDACTED]			DO THEY ACCEPT MERS?	YES	NO
IF SERVICING, WHAT IS YOUR SYSTEM? LENDER PROCESS SERVICES - [REDACTED]					
IF SUB-SERVICING, WHO DO YOU USE? N/A					

**ORIGINATION AND DOC PREP SYSTEM**

LOS SYSTEM USED: [REDACTED]	VERSION #: [REDACTED]
DOES LOS HAVE MERS FUNCTIONALITY? (CHECK ALL THAT APPLY)	
<input checked="" type="checkbox"/> MIN GENERATION <input type="checkbox"/> MIN TO DOCS <input type="checkbox"/> REGISTRATION TO MERS® SYSTEM	
DOC PREP SYSTEM(S) USED: MIPS/DIGITAL DOCS	DOES IT SUPPORT MERS DOCUMENTS? YES NO
ARE DOCUMENTS CONTROLLED CENTRALLY? YES NO	IF NO, EXPLAIN: [REDACTED]

**INVESTOR REFERENCES (MUST BE COMPLETED)**

[REDACTED]

MERS Membership Application  
Residential 01/2008

Page 5 of 8

BY COMPLETING, SIGNING, AND SUBMITTING THIS APPLICATION, THE APPLICANT IS AGREEING TO BE A MERS MEMBER. THE APPLICANT HEREBY AGREES TO PAY ALL FEES AND EXPENSES SET FORTH IN THE MERS RESIDENTIAL FEE SCHEDULE, WHICH MAY CHANGE FROM TIME TO TIME; ABIDE BY ALL EXISTING MERS RULES AND PROCEDURES, WHICH ARE INCORPORATED HEREIN BY REFERENCE AND MAY BE AMENDED FROM TIME TO TIME; AND COMPLY WITH THE TERMS AND CONDITIONS SET FORTH IN THE ATTACHED ADDENDUM ENTITLED TERMS AND CONDITIONS.

NOTE: THE APPLICANT WILL BE BILLED THE MEMBERSHIP FEES AS STATED IN THE MERS RESIDENTIAL FEE SCHEDULE. PLEASE DO NOT SEND PAYMENT AT THIS TIME.

APPLICANT SIGNATURE:\*\*



(PLEASE PRINT THIS FORM, SIGN AND FAX BACK TO MERS, OR ATTACH A DIGITIZED SIGNATURE AND SEND VIA E-MAIL.)

DATE: FEBRUARY 19, 2009

EMAIL ADDRESS:

*\*\*The Applicant agrees that by attaching or inserting the Applicant's authorized representative's electronic signature, his/her electronic signature is intended to bind the Applicant and the Applicant acknowledges that the electronic signature shall have full force and effect as to the Applicant agreeing to the terms of this application.*

FAX OR MAIL YOUR COMPLETED AND SIGNED APPLICATION TO:

MERS

ATTENTION: CUSTOMER DIVISION

1818 LIBRARY STREET, SUITE 300, RESTON, VIRGINIA 20190

TELEPHONE 800.646.MERS (6377) FAX 703.748.0183

APPLICATION@MERSINC.ORG

OC



Bringing The Industry Together For A Change™

# Membership Application

 GENERAL LITE PATRON

(NON-MORTGAGE COMPANIES)

MERS Org ID # 1000554  
(FOR MERS USE ONLY)

## ◆ COMPANY INFORMATION:

Company Name	IndyMac Mortgage Holdings, Inc.		
Street Address	155 North Lake Avenue		
City	Pasadena	State	CA Zip 91101
Phone Number	800-669-2300	Fax Number	626-535-5895
Corporate Web Site: <u>www.IndyMac.com</u>			

## ◆ SENIOR MANAGEMENT TEAM (PLEASE LIST DEPARTMENT HEADS):

Name	Title	Department	Telephone Number
[REDACTED]	[REDACTED]	OFFICE OF CEO	[REDACTED]
[REDACTED]	[REDACTED]	EXECUTIVE OPERATIONS	[REDACTED]
[REDACTED]	[REDACTED]	SECONDARY	[REDACTED]
[REDACTED]	[REDACTED]	GENERAL COUNSEL	[REDACTED]
[REDACTED]	[REDACTED]	FINANCE	[REDACTED]
[REDACTED]	[REDACTED]	ACCOUNTS PAYABLE	[REDACTED]
[REDACTED]	[REDACTED]	LOAN PRODUCTION	[REDACTED]
[REDACTED]	[REDACTED]	LOAN SERVICING	[REDACTED]
[REDACTED]	[REDACTED]	INFORMATION TECHNOLOGY	[REDACTED]

## ◆ PERSON WHO SHOULD RECEIVE ALL OFFICIAL NOTICES OR OTHER COMMUNICATIONS FROM MERS:

Name	Title	Address	Telephone Number
Joanne V. Droege	Senior VP	155 N. Lake Ave, Pasadena	626-535-5819

## ◆ PLEASE CHECK THE APPROPRIATE BOX BELOW THAT INDICATES THE GREATER OF YOUR ANNUAL PRODUCTION OR SERVICING VOLUME AS OF THE MOST RECENT YEAR END:

TIER	ANNUAL PRODUCTION VOLUME	SIZE OF SERVICING PORTFOLIO	ANNUAL MEMBERSHIP FEE
1	under \$250 million	under \$2 billion	\$500
2	\$250 million - \$1 billion	\$2 billion - \$10 billion	\$2,000
3	>\$1 billion - \$10 billion	>\$10 billion - \$50 billion	\$6,500
4	>\$10 billion	>\$50 billion	\$7,500
*MERS Lite User	n/a	n/a	\$264

## Membership Application

## ◆ PLEASE CHECK ALL OF THE BOXES THAT APPLY TO YOUR ORGANIZATION:

<input type="checkbox"/> Lender	<input type="checkbox"/> Mortgage Insurer	<input type="checkbox"/> Servicer
<input type="checkbox"/> Warehouse Lender	<input type="checkbox"/> Software Vendor/Service Bureau	<input type="checkbox"/> Subservicer
<input type="checkbox"/> Custodian	<input type="checkbox"/> Title Company	<input type="checkbox"/> Investor
<input type="checkbox"/> Third Party Originator		
<input type="checkbox"/> Other (describe): _____		
<input type="checkbox"/> Consultant (describe): _____		

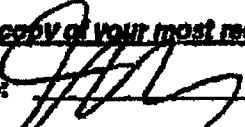
## ◆ PLEASE ANSWER THE FOLLOWING QUESTIONS:

Is your organization active in buying or selling servicing rights?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you primarily a	<input type="checkbox"/> Buyer?	<input type="checkbox"/> Seller?
Is your organization a Fannie Mae-approved seller/servicer?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is your organization a Freddie Mac-approved seller/servicer?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is your organization a Ginnie Mae-approved issuer?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is your organization a VA-approved lender/servicer?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is your organization an FHA-approved lender/servicer?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Indicate your VA Approval Number:	[REDACTED]	
Indicate your FHA Mortgages Identification Number:	[REDACTED]	
Please tell us how you heard about MERS:	[REDACTED]	

By completing, signing and submitting this application, the Applicant is agreeing to be a MERS Member. The Applicant hereby agrees to pay all fees and expenses set forth in the MERS Fee Schedule, which may change from time to time; abide by all existing MERS Rules and Procedures, which are incorporated herein by reference and may be amended from time to time; and comply with the terms and conditions set forth in the attached addendum entitled Terms and Conditions.

The Applicant will be billed the membership fee as stated in the Fee Schedule.

Please submit a copy of your most recently published Financial Statements with your completed application.

Applicant Signature: 

Date: 12/20/99

FAX or MAIL your completed application and most recently published Financial Statements to:

MERS, Inc.  
Attn: Customer Division  
8201 Greensboro Drive, Suite 350  
McLean, Virginia 22102

Fax: (703) 748-0163 Telephone: (800) 646-MERS (6377) or (703) 761-1270

Should member wish to pay by credit card for the initial Membership Fee, please indicate below:

Circle one: VISA or MasterCard Account Number: \_\_\_\_\_ Expiration date: \_\_\_\_\_

Name as printed on the card: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

V04081999jmi

**MEMBER AGREEMENT BETWEEN  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
AND FEDERAL HOME LOAN MORTGAGE CORPORATION**

Federal Home Loan Mortgage Corporation (the "Member") and Mortgage Electronic Registration Systems, Inc. ("MERS") hereby agree as follows:

1. MERS and the Member, while a member of MERS (as defined in the Certificate of Incorporation of MERS), shall abide by the Certificate of Incorporation, the By-Laws, this Member Agreement, and the Rules and Procedures of MERS (collectively, the "Governing Documents") and shall be bound by all of the provisions thereof, and MERS and the Member shall have all of the rights and remedies contemplated by the Governing Documents. If the Member shall cease to be a member of MERS (by withdrawal, or otherwise, in accordance with the Certificate of Incorporation), MERS and the Member shall continue to be bound by the Governing Documents as to all matters and transactions occurring while the Member was a member of MERS.
2. The Governing Documents shall be a part of the terms and conditions of every transaction which the Member may make or have with MERS or the MERS System (as defined in the Governing Documents). The Member acknowledges that it has reviewed the Governing Documents as in effect on the date hereof. The Member shall be bound by any amendment to the Governing Documents with respect to any transaction occurring subsequent to the time such amendment takes effect as fully as though such amendment were now a part of the Governing Documents; provided, however, that no such amendment shall affect the Member's right to withdraw from MERS in accordance with the procedures set forth in the Certificate of Incorporation before such amendment or change becomes effective; and provided further that the terms of this Member Agreement may not be amended without the written approval of Member.
3. (a) MERS shall serve as mortgagee of record with respect to all such mortgage loans solely as a nominee, in an administrative capacity, for the beneficial owner or owners thereof from time to time and shall not by virtue of such designation have any interest whatsoever in any mortgage loan registered on the MERS System. MERS shall have no rights whatsoever to any payments made on account of such mortgage loans, to any servicing rights related to such mortgage loans, or to any mortgaged properties securing such mortgage loans. MERS agrees not to assert any rights (other than rights specified in the Governing Documents) with respect to such mortgage loans or mortgaged properties.  
(b) References herein to "mortgage(s)" shall include deed(s) of trust, and any other form of security instrument under applicable state law. References herein to "mortgagee of record" shall include the named beneficiary under a deed of trust in those

jurisdictions where deeds of trust are used to secure loans, and any similar status as used in connection with any other form of security instrument under applicable state law.

4. MERS shall at all times comply with the instructions of the beneficial owner of mortgage loans as shown on the MERS System. In the absence of contrary instructions from the beneficial owner, MERS shall comply with instructions from any designee shown on the MERS System in accordance with the Rules and Procedures of MERS.

5. No rights or obligations of the Member with respect to any data or information supplied to MERS by or on behalf of the Member shall be altered or affected in any manner by the provision of such data or information to MERS (except as otherwise specifically provided in this Member Agreement or the Rules).

6. MERS and Member shall at all times keep confidential and shall not sell or otherwise disclose, directly or indirectly, to any third party, any information from another party that it gained access to through the MERS System that (i) it does not own or (ii) is not available in the public records, unless the information is required to be disclosed as a matter of law, provided the party that is required to disclose the information uses all reasonable efforts to provide the party that supplied the information with at least ten (10) days prior notice of such disclosure. MERS and each Member agree to use a reasonable degree of care to preserve the confidentiality of any such information, and to take all necessary and reasonable action by instruction, agreement or otherwise with its employees, affiliates and agents to satisfy its obligations with respect to confidentiality, non-disclosure and limitation of use of any such information. The obligations of MERS and each Member under this paragraph shall survive termination of this Agreement.

7. (a) MERS shall have no ownership rights whatsoever in or to any information contained on the MERS System. MERS and Member acknowledge and agree that, as between MERS and Member, Member is the sole owner of all data and information on the MERS System relating to mortgage loans owned by Member.

(b) Notwithstanding the foregoing, MERS is authorized to (i) use the information contained on the MERS System to compile transaction volume reports to track current or previous usage levels, project future usage and provide the mortgage industry with usage data which may be used to gauge the success of the MERS System, (ii) use the information contained on the MERS System as part of its quality control process to monitor compliance with operational standards and time frames, (iii) disclose any information contained on the MERS System if required as a matter of law, provided that the party that is required to disclose the information uses all reasonable efforts to provide the party that owns the information with at least ten (10) days prior notice of such disclosure, or (iv) provide information and reports (as approved by the Board) regarding mortgage activity and mortgage loans registered on the MERS System, which information and reports otherwise could have been obtained through the public land records if not for the implementation of MERS.

(c) Notwithstanding the provisions of Paragraph 7(b), MERS shall not: (i) sell, license or otherwise provide for a fee, any reports, analyses or other materials containing data relating to Member's mortgage loans, or (ii) disclose data in any manner or form which, directly or indirectly, refers to or identifies Member's mortgage loans, or transactions relating to, or loan characteristics of, Member's mortgage loans.

8. MERS and Member agree that: (i) the MERS System is not a vehicle for creating or transferring beneficial interests in mortgage loans, (ii) transfers of servicing interests reflected on the MERS System are subject to the consent of the beneficial owner of the mortgage loans, and (iii) membership in MERS or use of the MERS System shall not modify or supersede any agreement between or among Members having interests in mortgage loans registered on the MERS System.

9. (a) The Member shall promptly pay to MERS the compensation due for services rendered to the Member based on the then current MERS fee schedules, which may change from time to time. The Member shall promptly pay to MERS any interest and penalties on delinquent fee payments at the rate set by MERS from time to time. MERS shall have the authority to impose reasonable penalties and fines on Members for breach of the Governing Documents, and the Member shall promptly pay such fines in accordance with the terms of their imposition.

(b) The Member shall not be liable for any fees, interest, penalties or fines owed to MERS by any other member of MERS, including without limitation any servicer, subservicer or document custodian of Member's mortgage loans, and MERS shall not withhold taking any action requested by Member with respect to Member's mortgage loans as a result of the nonpayment of such amounts by any other member of MERS; provided, however, that in the event of a merger or acquisition between members or between a member and a non-member, MERS shall have the right to assert a claim for payment of any outstanding fees, interest, penalties or fines owed by any member which is a party to such merger or acquisition against the surviving member or non-member.

10. The Member shall have the right, at such times as may be agreed upon by the Member and MERS, to conduct a reasonable review of the records of MERS as they relate to the Member's membership in MERS or to mortgage loans and related transactions which the Member or any designee has registered on the MERS System solely for the purpose of verifying the accuracy of the information contained therein.

11. (a) MERS shall indemnify and hold harmless the Member, and any employee, director, officer, agent or affiliate of the Member ("Member Party"), from and against any and all third-party claims, losses, penalties, fines, forfeitures, reasonable attorney fees and related costs, judgments, and any other costs, fees and expenses ("Indemnified Payments") that the Member Party may sustain directly from the negligence, errors and omissions, breach of confidentiality, breach of the Governing Documents, or willful misconduct of MERS, or any

employee, director, officer, agent or affiliate of MERS ("MERS Indemnified Claim"). Notwithstanding the foregoing, MERS shall not be liable or responsible under the terms of this Paragraph for any losses or claims resulting from the actions or omissions of any person other than an employee, director, officer, agent or affiliate of MERS.

(b) If a claim is made against a Member Party which may be a MERS Indemnified Claim, MERS shall assume (with the consent of the Member, which shall not be unreasonably withheld) the defense of any such claim and shall advance all expenses incurred in connection therewith, including reasonable attorney fees, and shall promptly advance funds to pay, discharge and satisfy any judgment or decree which may be entered against MERS and/or the Member Party with respect to such claim.

(c) The Member shall indemnify and hold harmless MERS, and any employee, director, officer, agent or affiliate of MERS ("MERS Party"), for any Indemnified Payments which do not result from a MERS Indemnified Claim and which such MERS Party incurs directly (i) from the negligence, errors and omissions, breach of confidentiality, breach of the Governing Documents, or willful misconduct of the Member, (ii) from a transaction on the MERS System initiated by such Member; provided, however, that Member shall not be responsible for erroneous information provided by any other member and included in any transaction initiated by Member, or (iii) as a result of compliance by MERS with instructions given by the Member ("Member Indemnified Claim"). Notwithstanding the foregoing, the Member shall not be responsible for any losses or claims resulting from any actions or omissions of a servicer, subservicer or document custodian of loans registered on the MERS System as to which Member is the beneficial owner notwithstanding that the servicer, subservicer or document custodian may be the designee of Member.

(d) If a claim is made against a MERS Party which may be a Member Indemnified Claim, MERS shall promptly notify the Member and the Member shall assume (with the consent of MERS, which shall not be unreasonably withheld) the defense of any such claim and shall advance all expenses incurred in connection therewith, including reasonable attorney fees, and shall promptly advance funds to pay, discharge and satisfy any judgment or decree which may be entered against the MERS Party.

(e) MERS shall promptly notify the Member if a claim is made against either MERS or the Member with respect to any mortgage loan registered on the MERS System as to which the Member is shown on the MERS System as beneficial owner, servicer or secured party in accordance with the Governing Documents. The Member shall promptly notify MERS if a claim is made against the Member which may be subject to the indemnification provisions of this Paragraph.

(f) If any amount is advanced either by MERS or by the Member (the "Advancing Party") under provisions of this Paragraph which, upon the conclusion of the proceeding, is determined not to have been due under the terms of this Paragraph, the party

receiving such advance (the "Responsible Party") shall repay to the Advancing Party all amounts paid by the Advancing Party under the terms of this Paragraph. If both MERS and the Member are found to be liable in such proceeding, then the indemnification provisions of this Paragraph shall not be applicable MERS and the Member shall each bear the costs and losses in the amounts determined by the tribunal determining such claim, and any amounts previously advanced shall be subject to repayment in accordance with the terms of this Paragraph.

(g) The obligations of MERS and the Member under this Paragraph shall survive the termination of the Member's membership in MERS.

(h) With respect to a MERS Indemnified Claim: (i) Member shall be entitled to participate in the response to such claim and to employ counsel at its own expense to assist in the handling of such claim; and (ii) MERS shall obtain the prior written consent of Member before entering into any settlement of such claim if such settlement would cause injunctive relief to be imposed against Member.

(i) Notwithstanding anything in this Paragraph to the contrary, in the event that Member reasonably believes and so notifies MERS in writing that the MERS Indemnified Claim, even if fully indemnified for, is reasonably likely to have a material adverse effect on Member, then MERS shall not have the right to control the response to, and settlement of, such claim but shall have the right to employ separate counsel at its own expense to assist in the handling of such claim by Member. In such an event, Member and its counsel shall consult, whenever reasonably practicable, with MERS and its counsel with respect to the status of such claim and any related litigation or proceedings, and Member shall bear the expense of its counsel.

12. If a member is or becomes an interim servicer for loans registered on the MERS System as to which Member is the registered owner, MERS shall update the MERS System to reflect the transfer to such member of servicing rights promptly after Member, as beneficial owner, notifies MERS and without any confirmation from the member who is the interim servicer. MERS shall be authorized to do so until such time as either Member, as beneficial owner, or the member servicing the loans notifies MERS that the member is no longer an authorized interim servicer. A member's status as an interim servicer shall be noted in the member profile of the MERS System. MERS shall be notified of Member's interim servicers from time to time.

13. (a) MERS shall maintain with a responsible company, and at its own expense, a fidelity bond and an errors and omissions insurance policy in such amounts as may be approved by the Board of Directors of MERS, with broad coverage on all officers, employees or other persons acting for MERS in any capacity requiring such persons to handle funds, money, documents or papers relating to mortgage loans registered on the MERS System; provided, however, that, except to the extent that a person is otherwise an officer, director or employee of MERS, MERS shall not be required to maintain a fidelity bond and an errors and omissions insurance policy for persons who may be appointed by MERS as certifying officers

at the request of a Member for the purpose of executing documents in the name of MERS. The Member shall maintain a fidelity bond and an errors and omissions insurance policy on such certifying officers as MERS may appoint at the Member's request for the purpose of executing documents in the name of MERS. Any such fidelity bond and errors and omissions insurance policy shall protect and insure MERS against losses in connection with the release or satisfaction of a mortgage loan without having obtained payment in full of the indebtedness secured thereby.

(b) In the event of any loss of principal or interest on a mortgage loan or any Indemnified Payments for which reimbursement is received from a fidelity bond or an errors and omissions or other insurance policy, the proceeds from any such bond or insurance shall be held in trust for and be promptly paid to the Member who has the beneficial interest in such mortgage loan as shown on the MERS System or is due the Indemnified Payment. No provisions requiring such fidelity bond and errors and omissions insurance shall diminish or relieve MERS or the Member from its duties and obligations as set forth in the Governing Documents. Upon request, MERS or the Member shall cause to be delivered to the other a certified true copy of such fidelity bond and errors and omissions insurance policy.

14. MERS shall promptly notify Member in writing of any breach of the Governing Documents by a member ("Breaching Member") if the Breaching Member acts as an authorized servicer, interim servicer, or subservicer of mortgage loans registered on the MERS System, for Member. At least thirty (30) days prior to terminating the Breaching Member's membership in accordance with the terms of the Governing Documents, MERS shall notify Member in writing of its intent to terminate the Breaching Member and, if the proposed termination is the result of nonpayment of fees, interest, penalties or fines, Member, at its discretion, but without obligation, may pay such fees, interest, penalties or fines on behalf of the Breaching Member and the Breaching Member shall not be terminated.

15. The Member shall have the right to review and approve and thereafter shall enter into a standard Software License Agreement in the form approved by MERS and the Member with respect to proprietary software provided by MERS to the Member for use in connection with the MERS System.

16. (a) Upon the Member's execution of the Member Agreement (and thereafter from time to time upon the Member's request), MERS, as mortgagee of record shall promptly furnish to the Member, a corporate resolution (in a form acceptable to Member) designating one or more employees of such Member, selected by such Member, as "certifying officers" of MERS, to permit such Member to take such actions as may be necessary to enforce or confirm its beneficial ownership interest in mortgage loans registered on the MERS System (including, but not limited to, foreclose upon or effect the release of a lien on any registered mortgage loan).

(b) At the request of the Member, or any designee thereof, as shown on the MERS System, MERS shall promptly provide to the Member or designee, without charge, a

recordable assignment for such mortgage loan to another party designated by the Member or designee; provided, however, that the Member or designee shall record such assignment as soon as practicable.

(c) Upon the Member's execution of the Member Agreement (and thereafter from time to time upon the Member's request), MERS shall promptly provide to the Member or its designee, without charge, irrevocable, recordable powers of attorney (in a form acceptable to Member) to prepare and record mortgage assignments on behalf of MERS in the event that MERS for any reason fails or is unable to provide the assignments set forth in subparagraph (b) above.

17. Member shall have the right to continue to participate in all meetings and discussions of the MERS System user group (currently referred to as the Development Steering Committee) and any other similar group that directs, and makes decisions about, the MERS System functionality. Member shall have the right to review and approve all major changes to the MERS System that impact investors.

18. Unless Member otherwise notifies MERS in writing, or the Business Requirements are modified and such modifications are approved in writing by Member, Member shall be noted in the MERS System as an "investor" with respect to the mortgage loans owned by Member and registered on the MERS System.

19. Member shall have the right to review and approve the initial Procedures, Rules, and standard forms of the Member Agreements before such Documents are finally promulgated by MERS. Member shall be notified in advance of any changes that MERS proposes to make to the foregoing documents in accordance with the Rules. No material changes shall be made by MERS to any Member Agreement without Member's approval.

20. (a) The pledge of a security interest in any mortgage loan registered on the MERS System to an interim funding lender, such as a warehouse lender, shall be shown as released on the MERS System when the security interest has been released in accordance with the methods and procedures established among the interim funding lender, the lender granting the security interest and subsequent purchaser of such mortgage loan, if any, as specified below.

(b) The MERS System shall reflect the Member's beneficial interest in each mortgage loan registered on the MERS System no later than the same day on which the Member registers its beneficial interest on the MERS System. When the Member registers its interest with respect to a mortgage loan on the MERS System, any interim funding entity's interest, or warehouse lender's interest with respect to such mortgage loan shall be shown as released on the MERS System.

(c) In the event that Member provides to MERS specific wiring instruction information relating to mortgage loans registered on the MERS System, MERS and Member

agree that: (i) such information is for informational purposes only, (ii) Member makes no representations or warranties about the accuracy and completeness of such information, and (iii) Member shall not be liable to MERS, any other member, or any other party based on the provision of, and reliance on, such information.

21. (a) Notwithstanding anything to the contrary in the Governing Documents, Member shall not be obligated to comply with the following provisions of the Rules of Membership , except in the case where Member is noted on the MERS System as a servicer of mortgage loans in accordance with Paragraph 18 above.

Rule 2, Sections 3, 5, 7 and 8

Rule 3, Section 3

Rule 5

Rule 10

Rule 11

Rule 12

(b) Notwithstanding the provision of Rule 3, Section 3(b) or any other provision of the Governing Documents, MERS shall not exercise any authority pursuant to any corporate resolution provided by any other member to install MERS as mortgagee of record on loans owned by Member without Member's prior written consent.

22. MERS shall provide, either directly or through a third party (including Electronic Data Systems Corporation) ("EDS") (collectively, "Third Party Vendors") all necessary services, resources, software, equipment and facilities to provide to Member and its designees the Services (defined below) on the MERS System. In addition, MERS shall provide the Services in compliance with the Performance Standards (defined below). The term "Services" shall collectively mean the services referenced in the Services Agreement between MERS and EDS dated April, 1996 ("EDS Agreement"), including, without limitation, Paragraphs 3.1 (a), (b), (c) and (d), 3.2, and 12.5 therein, as such may be amended from time to time. The term "Performance Standards" shall have the meaning given it in the EDS Agreement, as such may be amended from time to time.

23. (a) Conformance. MERS represents and warrants that the Services and the software and equipment used to perform the Services, and in particular, the MERS System will conform, and will be operated and maintained so as to conform, with the agreed upon specifications, and Performance Standards therefor.

(b) Work Standards. MERS represents and warrants that the Services shall be rendered with promptness and diligence in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services and shall be executed in a workmanlike manner and in a cost effective manner. MERS represents and warrants that it shall use, and shall require all Third Party Vendors to use, adequate numbers

of qualified individuals with suitable training, education, experience, and skill to perform the Services and satisfy the Performance Standards.

(c) Maintenance. MERS represents and warrants that the equipment and software used in the performance of the Services shall be maintained so that they operate in accordance with the Performance Standards, including (i) maintaining such equipment in good operating condition, subject to normal wear and tear, (ii) undertaking prudent repairs and preventative maintenance on such equipment, and (iii) performing prudent software maintenance, including updating software used in the performance of the Services, including the MERS System, to meet any applicable legal or regulatory changes.

(d) Technology. MERS represents and warrants that the Services shall be provided using proven technology which will take advantage of technological advancements in the industry.

(e) Non-Infringement. MERS represents and warrants that it shall, and shall require its Third Party Vendors to, perform its responsibilities under this Member Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret or other proprietary rights of any third party.

(f) Software Ownership or Use. MERS represents and warrants that, with respect to the Software used in the performance of the Services to Member, it either owns, or is authorized to use, the software in the performance of the Services to Member.

(g) Authorization. MERS represents and warrants that it has the requisite corporate power and authority to enter into this Member Agreement and to carry out the transactions contemplated by this Member Agreement, and the execution, delivery and performance of this Member Agreement and the consummation of the transaction contemplated by this Member Agreement have been duly authorized by the requisite corporate action on the part of MERS.

(h) Viruses. MERS represents and warrants that it and the Third Party Vendors providing Services shall not code or introduce any Viruses (defined herein) into the MERS System and any other systems and software used to provide the Services and that it shall take reasonable business precautions to ensure that no Viruses are coded or introduced into the MERS System and any other systems and software used to provide the Services. The term "Viruses" shall mean any (i) program code, programming instruction or set of instructions intentionally construed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations; or (ii) other code typically designated to be a virus.

(i) Disabling Code. MERS represents and warrants that it and the Third Party Vendor providing Services shall not insert into the MERS System and in any other systems and software used to provide the Services any code which would have the effect of disabling or otherwise shutting down all or any portion of the MERS System or Services.

(j) Millennium Compliant. MERS represents and warrants that the MERS System shall have the ability to provide all of the following functions: (a) consistently handle date information before, during and after January 1, 2000, including without limitation accepting date input, providing date output, and performing calculations on dates or portions of dates; (b) function accurately and without interruption before, during and after January 1, 2000, without any change in operations associated with the advent of the new century; (c) respond to two-digit year-date input in a way that resolves any ambiguity as to century in a disclosed, defined, and predetermined manner; and (d) store and provide output of date information in ways that are unambiguous as to century.

24. Notwithstanding anything in the Governing Documents or any other member agreement, unless MERS receives a written authorization from Member, MERS may not de-register from the MERS System any mortgage loan owned by Member or take any action to attempt to release the lien of any mortgage loan owned by Member. The preceding sentence shall not prohibit the deregistration of mortgage loans by any servicer or subservicer of such loans. MERS shall notify Member promptly after any mortgage loan owned by Member has been de-registered.

25. This Member Agreement is made solely for the benefit of the Member and MERS and shall not confer any rights on any other person. This Member Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and authorized assigns.

26. All other capitalized terms used herein and not defined shall have the meanings ascribed to such terms in the Rules of MERS.

27. To the extent that the method of delivery of such notice or other communication is not provided for in the Rules or Procedures of MERS, any notice or other communication which is required or permitted to be given or made by MERS or the Member to the other pursuant to any provision of the Governing Documents shall be given or made in writing and shall be sent by nationally recognized overnight courier or facsimile followed by delivery of the original via first class mail, addressed as follows:

If to MERS:

Mortgage Electronic Registration Systems, Inc.  
Attn: General Counsel & Secretary  
8201 Greensboro Drive, Suite 350  
McLean, VA 22102

If to the Member:

Federal Home Loan Mortgage Corporation  
Attn: Mark Fleming  
8200 Jones Branch Drive  
McLean, VA 22102

or at such other address as either party may from time to time advise the other in writing. Any such notice shall be deemed to have been received on the business day following the sending thereof. For purposes hereof, "business day" shall mean any day other than a Saturday or Sunday on which banks in Washington, D.C. are open.

28. This Member Agreement and all transactions effected by the Member with MERS shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its choice of law provisions.

29. In the event of any conflict between a provision of this Member Agreement and any provision of any other Governing Documents, the provision of this Member Agreement shall prevail.

30. No term, provision or clause of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and executed by a duly authorized representative of each party. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

31. In the event that any provision of this Agreement shall be invalid and legally unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intention of the parties in accordance with applicable law and the same shall not affect in any respect whatsoever the validity and enforceability of the remainder of this Agreement.

FEDERAL HOME LOAN MORTGAGE  
CORPORATION

By: Paul T. Peterson

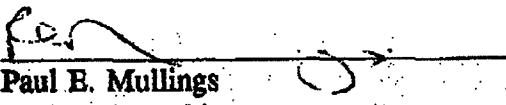
Name: Paul T. Peterson

Title: Senior Vice President

ACCEPTED AND AGREED:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By:

  
Paul E. Mullings  
CEO and President

10/01/2010 16:08 FAX

ONEWESTBANK

009/020



We make home possible.

IN DOC

## Form 1036

## Request for Release/Return of Documents

TO: Name of Custodian ("Custodian")  
Deutsche Bank Custodian No. 1000409

Custodial Agreement number

00013

Address  
1761 East St. Andrews Place, Santa Ana, CA 92705

In connection with the administration of the Mortgages you hold in custody for Freddie Mac, the undersigned Seller/Service request the release of the Mortgage documents described below in accordance with Section 2(c) of the Custodial Agreement entered into between the Seller/Service, the Custodian (Identified by Freddie Mac Custodian No. 1000409), and Freddie Mac, and for the reason indicated below. All documents released to the Seller/Service shall be held in trust by the Seller/Service for the benefit of Freddie Mac; and the Seller/Service's possession of such documents shall be solely for the purpose indicated below. The Seller/Service shall promptly return the documents to the Custodian when the Seller/Service's trust therefore no longer exists, except where the Mortgage is paid in full or otherwise disposed of in accordance with Freddie Mac's Single Family Seller/Service Guide.

Freddie Mac Loan Number:

332479455

Seller/Service Loan Number:

125049243 / 1009111244

Borrower's Last name:

MCDONALD

Property Address (number, street, city, state):

14840 119TH PL NE, KIRKLAND, WA 98034

Note Date:

01/10/2007

Documents requested for release:

 Note Assignment Modifying instrument (description) Entire File

Reason for Requesting Documents:

 Maturity  
 Prepayment  
 Repurchase Foreclosure  
 Substitution  
 Assumption

Ship to: Mark Sykes at 888 E. Walnut, 4th Fl., HQ-04-04, Pasadena, CA 91101

 Modification Conversion New York CEMA Repayment of Assignment Other (must explain)

Seller/Service name:

OneWest Bank, F.S.B.

Authorized signature of Seller/Service:

Name (typed or printed):

Sandra Schneider

Date:

10/01/2010

Title:

Vice President

Seller/Service number:

TS3904

Phone:

(626) 535-4887

E-mail address:

Sandy.Schneider@owvb.com

To Custodian: You must retain this form for your file in accordance with the terms of the Custodial Agreement.

Authorized signature of Custodian:

Date of release: OCT 05 2010

Name (typed or printed):

Mark J. Kelly  
Vice President

Title:

Reason given by Seller/Service for return to custody (foreclosure discontinued, assumption completed, modification completed, etc.)

Attach copy of supporting document (assumption agreement, etc.)

Authorized signature of Custodian (acknowledging receipt of returned document)

Authorized signature of Custodian

Name (typed or printed):

Title:

## ABC Custodial Certification Schedule

Freddie Mac Contract Number: 0702156058  
Seller/Servicer Number: 127721Custodian Number: 1000469Requested Funding Date or Settlement Date: 02/27/07

PRINC LN #	Convrt	Note Date	Property Street	Property City	ST	Zip	
Seller LN #	Loan Amt	Interest Rate	Index	Lockback	1st Pmt	Maturity Dt	
Mic #	P&I Amount	1st Rd Adj	Mtg Ngu	Period Cap	Rounded	Life Cap	
	Mod/Conv Dt	BORROWER NAME					CO-BORROWER NAME

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
332479455 0125045243 100055401250452438	NO 389,482.00 1,906.84 03/01/17	01/06/07 5.875. 02/01/12 MCDONALD, JAMES B	14840 115TH PL SE 1 YR LIBOR () 045 2.750   2.000	KIRKLAND 03/01/07 12500 MCDOUGAL, JAMES B	WA 02/01/37 10.875 10.875	98034-0000 2.750
[REDACTED]	NO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	NO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	NO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	NO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	NO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	NO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	NO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	NO	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Freddie Mac Form 1034a (12/2003)

Page 3

## ARM Custodial Certification Schedule

Freddie Mac Contract Number: 0702156058  
Seller/Servicer Number: 127723

Custodian Number: 1000409

Requested Funding Date or Settlement Date: 02/27/07

FHLMC LN #	Convrt.	Note Date	Property Street	Property City	ST	Zip
Seller LN #	Loan Nat	Interest Rate	Index	Lookback	1st P&I	Maturity Dt
Min. #	P&I Amount	1st Adj Ad.	Mtg Mgn	Period Cap	Rounded	Life Cap
	Nod/Conv Adt		BORROWER NAME			CO-BORROWER NAME
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Total Notes: 145

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Reminder: As stated in Section 46.1, 47.1, and 52.1 of the Single Family Seller/Servicer Guide (the Guide), the Seller/Servicer must maintain a legible copy of each Note, together with any related modification or assumption/release of liability instrument, in the Mortgage files.

Preparer's Name: \_\_\_\_\_ Telephone Number: ( ) \_\_\_\_\_ Date: 02/17/07

For Concurrent Transfers of Servicing, provide the following:

Transferor's Seller/Servicer number: \_\_\_\_\_

Transferee's Seller/Servicer number: \_\_\_\_\_

Transferee's Custodian number: \_\_\_\_\_

Freddie Mac Form 1034A (12/2003)

# Exhibit 5

1  
2  
3  
4  
5  
6  
7                   **UNITED STATES DISTRICT COURT**  
8                   **WESTERN DISTRICT OF WASHINGTON**  
9                   **AT SEATTLE**

10 JAMES MCDONALD,

11                   Plaintiff,

12                   v.

13                   ONEWEST BANK, FSB, NORTHWEST  
14                   TRUSTEE SERVICES, INC., MORTGAGE  
15                   ELECTRONIC REGISTRATION SYSTEMS,  
16                   INC., INDYMAC BANK FSB, DOES 1-50,

17                   Defendants.

18                   No. C10-1952 RSL

19                   **DEFENDANTS ONEWEST BANK,  
20                   FSB, MORTGAGE ELECTRONIC  
21                   REGISTRATION SYSTEMS, INC.,  
22                   AND NORTHWEST TRUSTEE  
23                   SERVICES, INC.'S RESPONSE TO  
24                   PLAINTIFF'S SECOND REQUEST  
25                   FOR PRODUCTION OF  
26                   DOCUMENTS**

COME NOW Defendants OneWest Bank, FSB ("OneWest"), Mortgage Electronic Registration Systems Inc. ("MERS"), and Northwest Trustee Services, Inc. ("NWTS") (collectively "Defendants") and responds to Plaintiff James McDonald's Second Set of Interrogatories and Request for Production of Documents ("Requests") as follows:

1.                  **PRELIMINARY STATEMENT**

These responses are made solely for the purpose of this action. Each response and each document produced is subject to all appropriate objections (including, but not limited to, objections concerning competency, relevancy, materiality, propriety and admissibility) which would require the exclusion of any statement contained herein or in any of the documents produced, if any such document or documents were sought to be introduced into evidence in Court. All such objections and grounds are reserved and may be interposed at the time of trial.

DEFENDANTS' SUPPLEMENTAL RESPONSE  
TO PLAINTIFF'S SECOND REQUEST FOR  
PRODUCTION OF DOCUMENTS  
- PAGE 1 OF 4, CASE NO. C10-1952 RSL

ROUTH  
CRABTREE  
OLSEN, P.S. | 13555 SE 36th St., Ste 300  
                 Bellevue, WA 98006  
                 Telephone: 425.458.2121  
                 Facsimile: 425.458.2131

1 Defendants have not completed their investigation of facts, witnesses, or documents  
 2 related to this action; have not completed its analysis of available data; have not yet completed  
 3 its discovery in this action; and have not completed preparation for trial. Thus, although a good  
 4 faith effort has been made to supply pertinent information when it has been requested, it is not  
 5 possible in many instances for unqualified responses to be made. Further, the responses are  
 6 necessarily made without prejudice to Defendants' right to produce any subsequently discovered  
 7 facts, witnesses, or documents, as well as any new theories or contentions that Defendants may  
 8 adopt. These responses are given without prejudice to Defendants' right to provide facts,  
 9 witnesses or documents omitted from these responses by oversight, inadvertent or good faith  
 10 error or mistake. Defendants have furnished information that is presently available, which may  
 11 include hearsay and other forms of evidence that are neither reliable nor admissible.

## 12 II. RESPONSES TO REQUESTS

13 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 1:** The complete governing  
 14 documents for subpool IN070227 as identified on the Complete Loan File Information from  
 15 Deutsche Bank National Trust Company, which Plaintiff has provided the Defense a copy of.

16 **RESPONSE:** Defendants incorporate by reference all previous objections to this Request. The  
 17 request is unintelligible, broad, vague and overbroad. Defendants have no knowledge of the  
 18 reference to subpool IN070227. Discovery is ongoing.

20 **REQUEST FOR PRODUCTION OF DOCUMENTS NO. 2:** The complete governing  
 21 documents for the master pool/trust that the subpool identified above is a part of.

22 **RESPONSE:** Defendants incorporate by reference all previous objections to this Request. The  
 23 request is unintelligible, broad, vague and overbroad. Defendants have no knowledge of the  
 24 reference to subpool IN070227. Discovery is ongoing.

1                           **ATTORNEY CERTIFICATION**

2                           The undersigned, as attorney for Defendants OneWest Bank, MERS, and NWTS,  
3 certifies to the best of her knowledge, information and belief, formed after a reasonable inquiry  
4 that the responses and objections are: (1) consistent with the Civil Rules and warranted by  
5 existing law or a good faith argument for the extension, modification or reversal of existing law;  
6 (2) not interposed for any improper purpose, such as to harass or to cause unnecessary delay or  
7 needless increase in the cost of litigation; and (3) not unreasonable or unduly burdensome or  
8 expensive, given the needs of the case, the discovery already had in the case, the amount in  
9 controversy and the importance of the issues at stake in the litigation.

10                          DATED this 17<sup>th</sup> day of February, 2012.

11                          **ROUTH CRABTREE OLSEN, P.S.**

12                          

13                          Heidi E. Buck, WSBA No. 41769  
14                          Of Attorneys for Defendants OneWest  
15                          Bank, Mortgage Electronic Registration  
16                          Systems, Inc., and Northwest Trustee  
17                          Services, Inc.

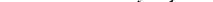
## PARTY CERTIFICATION

The undersigned, under penalty of perjury of the laws of the State of Washington  
declares that I am authorized to sign on behalf of Defendant, that I have read the foregoing  
Requests, and swear that the Responses are true and complete to the best of my knowledge and  
belief.

DATED this 9th day of February, 2012.

## **ONEWEST BANK, FSB**

By: Rebecca Marks  
Rebecca Marks  
NORTHWEST TRUSTEE SERVICES, INC.

By: 

**MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.**

By: JCSanPedro  
JC SAN PEDRO